



# Application Form

---

## VILLA

To  
 Eldeco Infrastructure & Properties Limited  
 201-212, II Floor, Plot no.-3,  
 Splendor Forum, District Center,  
 Jasola, New Delhi-110025

Space for  
 Photograph

**SUBJECT: APPLICATION FOR ALLOTMENT OF RESIDENTIAL VILLA IN "ELDECO EDEN PARK" AT NEEMRANA, RAJASTHAN**

Dear Sir/Madam,

I/We acknowledge that Eldeco Infrastructure & Properties Limited (herein "the Company") has been allotted Group Housing Plot No. GH1-239, on lease hold basis, admeasuring 86576 sq. mtrs situated at NIC(M) Neemrana, Rajasthan (herein "Plot") by Rajasthan State Industrial Development & Investment Corporation Limited (herein "RIICO") for a period of 99 years, for the development of a group housing complex thereon.

I/We understand and acknowledge that the Company proposes to develop a group housing complex namely "Eldeco Eden Park" (herein "Complex") on the Plot comprising low/high rise apartments, villas, commercial area etc., in the planned and phased manner.

I/We understand and acknowledge that the Lease Deed between RIICO and the Company (herein "Lease Deed") is yet to be executed and registered in respect of the Plot and I/We agree to abide by the terms and conditions of the Lease Deed as and when executed.

I/We hereby apply for the allotment of a residential Villa, as per details given below (herein "Villa"), in your project namely, "Eldeco Hyde Park" (herein "Project") situated within the Complex, as per the terms and conditions of the offer for allotment of the same, according to the (A) Construction Linked Payment Plan / (B) Down Payment Plan. In the event of the Company agreeing to allot Villa to me/us, I/We agree to pay Construction Linked Payment Plan/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 acknowledge that the layout plan of the Complex/Project and the building plans of the Villa are yet to be approved by the competent authorities.

I/We understand and acknowledge that the Company may novate this application and subsequent Allotment Certificate & Agreement in favour of a special purpose company for the execution of the Complex, to which I/We give my/our consent.

I/We are fully aware and agree that the allotment of Villa is not guaranteed and the same is at the sole discretion of the Company. The Company has an absolute right to reject the application/withdraw the offer without assigning any reason thereof. In case of rejection of application and/or withdrawal of offer, 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 Villa 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 Villa 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 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 Villa 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 cancel 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 Villa to anyone else or do as it deem fit.

I/We have made this application for allotment of Villa with full knowledge of and subject to all the Acts/laws/notifications and rules applicable to this Complex in general and Villa 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..

**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.:(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 applicant: \_\_\_\_\_

Second applicant: \_\_\_\_\_

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

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

#### VILLA DETAILS

Villa no. \_\_\_\_\_ Type \_\_\_\_\_, Module \_\_\_\_\_

Plot Area \_\_\_\_\_ sqyds, Built-up-area \_\_\_\_\_ Sq ft.

Basic Price: Rs. \_\_\_\_\_

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

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. I/We hereby undertake to inform the Company of any change in the above information, till the Villa is allotted or is duly registered in my/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.

Yours faithfully,

(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 (✓) 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 Applicant/s.
6. Person signing the application on behalf of other person/ firm/ body corporate shall file his/ her authorization / Notarized copy of Power of Attorney/ Certified copy of Board Resolution.

#### FOR OFFICE USE ONLY

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. The following indicative terms and conditions will be incorporated in the Allotment Certificate & Agreement, Maintenance Agreement, etc and the Allottee/s is/are required to sign them at appropriate time as and when required by the Company.

#### A. DEFINITIONS

“Basic Infrastructure Work” means the

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

“Common Areas” means the internal roads including utility corridor, greenery and green spaces to be provided by Company in the Project/Complex as per the sanctioned lay-out.

“**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 Project.

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

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

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

“**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 to be developed by the Company under the name and style “Eldeco Hyde Park” on the Plot.

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

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

#### B. ALLOTMENT

1. The allotment of the Villa will be on the basis of Application Form, wherein, applicant/s has/have indicated the location, size & type of Villa required. The application is to be accompanied with the booking amount, as per the payment plan, by an account payee cheque or draft favoring “Eldeco 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, unless specifically agreed in writing, with or without such terms & conditions as the Company may deem fit.
3. It is only after applicant/s signs and executes the Allotment Certificate & Agreement on the Company’s standard format agreeing to abide by the terms and conditions laid down therein, the allotment shall become final and binding upon the Company. If however, applicant fails to execute and return the Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the Company, due to any reasons whatsoever then Allotment shall automatically be treated as cancelled and the Booking Amount/Earnest Money paid by applicant/Allottee/s shall stand forfeited.
4. The Applicant/s has applied for Villa with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Complex/Project and in particular the terms and conditions of allotment of the Villa by the Company and has clearly understood his/her/their rights, duties, responsibilities, obligations in respect thereof.
5. The Applicant/s has been provided by Company with all the relevant information, documents, master plan and such other credentials with respect to the right, interest, competency of the Company and the basic infrastructure work to be provided in the Complex/Project. The Applicant has confirmed that he/she/they have examined the said documents, master plan etc., and are fully satisfied in all respects with regard to the rights, title and interest of the Company on the Plot on which the Complex/Project is being developed, and have understood all limitations and obligations of the Company in relation thereto.
6. The Company’s sale brochures/ CD Walk Through/ Advertisement(s) and other sale document(s) are purely conceptual and are not a legal offering. Further the Company reserves the right to add/ delete/modify any such details/specifications etc.

#### C. PAYMENTS

1. (a) 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 Villa. In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation. However, 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 Villa, in case it has not been allotted to some one else. In such a situation, an alternate residential villa /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 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 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 Villa. 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.
2. (a) For Villa(s) located at the preferential location, Preferential Location Charges (“ herein 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 Villa 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 change in the layout plan, the Villa 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/they, at any time, requests for cancellation of the allotment of the Villa, 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 Villa (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. In case the Allottee/s wants to avail of a loan facility from his/her/their employer or financial institution/agency to facilitate the purchase of the Villa, 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 Villa (the Allottee 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 shall have no right, interest or lien in the Villa. The refund to the employer/financing institution / agency and the Allottee (after deduction/adjustment amounts as aforesaid) shall be governed by the provisions provided in Clause 3 above.
  - (d) The Company shall issue NOC to mortgage in favour of employer/financial institutions/agency based on the Allottee/s request subject to update payments of all dues.

#### D. CONSTRUCTION/COMPLETION OF VILLA

1. The construction of the Villa is likely to be completed within a period of \_\_\_\_ months 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 in clause K) and subject to fulfillment of the Terms and Conditions of Allotment including but not limited to timely payments by the Allottee/s, in terms hereof. The Company shall be entitled to extension of time for completion of construction of the Villa equivalent to the period of delay caused on account of the reasons stated above. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over possession of the Villa 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. If the Company delays in completion of construction, subject to the conditions mentioned hereinabove in Clause D1 and consequently there is delay in offer of possession of the Villa then the Allottee shall be entitled to compensation for delay @ Rs.5/- per sqft per month of the built area of the Villa till the date of FDN, provided the Allottee/s has complied with and not breached any/all of the terms and condition of the Allotment Agreement.
3. In case the Villa is omitted due to change in the lay-out plan/building plan 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 in clause K) then the Company may offer an alternate Villa and in the event of non-acceptability by the Allottee/s or non-availability of alternate Villa, 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 Villa or alternate Villa.
4. The Company, if for any reason (s) including but not limited to abandoning of the Project and/or non sanction of the lay-out plans/building plan, as the case may be, is not in a position of finally allot/transfer the Villa(s) applied for, the Allottee shall be entitled to refund of the amount deposited 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 Villa(s). The Allottee/s irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Villa or claim any other damages/compensation on this account.
5. The final Plot/Built up area of the Villa 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 final Plot/Built up area of the Villa exceeds upto 10%, then the Allottee shall be liable to pay difference in price at the rate prevailing at the time of allotment of Villa and in case final area increases beyond 10% then the current rate shall be applicable on the variation. On reduction in the plot/built up area of the Villa below 10%, the price shall be recalculated as per the allotment rate and the excess amount received shall be refundable without interest. No cost adjustment shall be made on change in area dimension of the Villa i.e. length and breadth without any change in its area.  
However, only in case of variation exceeding 10% of allotted area, the 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 failing which the Allottee shall be deemed to have given his/her/their absolute consent to such variation. The terms of refund as mentioned in Clause C (3) under headings "Payments" will apply except forfeiture of Earnest Money.
6. The Built-up-area of the Villa shall be measured from outer edge of the wall if the same is not common and from centre of the wall if the same is common with an adjacent Villa. 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 areas. The area of boundary wall of Villa shall be included in the calculation of Built up area.
7. (a) The lay out plan, building plan, drawings, dimension and specifications are tentative as shown in the sales literature, which may be revised due to technical / regulatory reasons or at the discretion of the Company without any objection from the Allottee. If due to said revision the location /built up area of the Villa is changed, the Company shall be liable only for cost adjustments arising out of area variations as above mentioned and PLC adjustments.  
(b) 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 Complex/Project or if the same is required by the concerned authority.  
(c) If the Company on its own provide 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 Complex/Project/Villa, the proportionate cost of such changes will be borne by the Allottee/s.
8. The construction cost component as included in the cost of the Villa will be 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.
9. The Service Tax on Villa or on construction/development of the Villa will be separately and proportionately borne by the Allottee/s over and above the Basic Price.
10. The Company within the agreed consideration shall complete structure, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans, geysers etc.) The Villa shall, in particular, comprise of specifications as mentioned in the Specification Sheet. It is clarified that no woodwork or cabinets will be provided in the Villa.
11. The Company may provide additional facilities in the Complex/Project like communication/intercom system, any other facilities etc. on extra payment and the same shall be proportionately borne by the Allottee/s.
12. The Allottee/s agrees and undertakes to pay the following charges as and when demanded by the Company :  
i. Utility Connection charges viz. water, electricity connection, intercom, rain water harvesting and sewer etc.  
ii. Proportionate costs of any additional facilities as may be informed by the Company.
13. The Allottee/s agrees and understands that the facilities shall be developed / provided in phases. The Allottee further understands that completion of construction/provision of all these facilities may go as long as the completion of the entire Project and therefore any/all these facilities may not be available at the time of handing over possession of the Villa and as such the Allottee agrees not to raise any claim, dispute etc. in this regard.
14. The Allottee/s agrees that the Company's responsibility to rectify any construction defect in the Villa is restricted only for the period of one year from the possession due date of the Villa. However, no compensation shall be payable by the Company for the losses, if any, incurred by the Allottee/s for 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 agents/s, then the Company shall not be liable for the same.

#### **E. POSSESSION**

1. Upon the completion of construction of the Villa excluding the Final Finishing (defined herein below), the Company shall issue a written offer of possession / Final Demand Notice (herein "FDN") to the Allottee/s. Final Finishing means & includes painting (internal & external), polishing, fixing of CP fitting, fixtures, fixing of flooring, cleaning etc requiring about 60 days for its completion. It is understood & agreed by the Allottee/s that the Final Finishing of the Villa will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements as envisaged herein.
2. (a) The possession of the Villa will be given after execution of Transfer/Sub Lease Deed, subject to (i) Force Majeure Conditions (as defined in clause K) and (ii) payment of all the amounts due and payable by the Allottee/s 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 Villa within 60 days of the written offer of possession or Final Demand Notice (herein "Said Period") from the Company failing which the Villa will lie at the risk & cost of the Allottee/s. In other words, possession of the Villa shall become due on the date of expiry of the said 60 days Period (herein "Possession Due Date"). The Allottee/s understands & agrees that the Maintenance charges (defined hereinafter), Holding charges, Safeguard charges, other charges etc, as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession, whichever is earlier, whether or not the Allottee/s takes over possession of his/her/their Villa.  
(c) The Allottee/s understands & agrees that in the event of his/her/failure to take over the possession of the Villa beyond 6 (six) months from the Possession Due Date, then besides the levy of applicable Holding charges, Safeguard charges, Maintenance Charges, other charges etc, the Villa will be handed over to the Allottee/s on "as is where is" basis. The Company shall be under no obligation, after expiry of the Said Period, to complete final finishing and parts thereof. It may at its sole discretion give cost credit to the Allottee/s for those components of final finishing not undertaken. Further, in such cases of delayed possession, the Company's responsibility for item like electrical fitting, door & window fitting, finishing item etc shall be deemed to have been lapsed on account of non-maintenance consequent to delayed possession by the Allottee. The Allottee/s further agrees not to raise any claim, dispute etc in this regard at any time whatsoever.
3. In case Allottee/s fails to take possession of the Villa 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.2.5/- per sqft. per month respectively of the built up area of the Villa till the date of actual possession of the Villa.
4. The Allottee/s upon taking possession of the Villa shall be entitled to use and occupy the Villa for residential purposes without any interference but subject to the terms and conditions, stipulations contained herein, provided the Allottee/s has cleared all dues and the Sub Lease deed/Transfer Deed has been executed and registered in his/her/their favour.
5. The Allottee/s agrees and undertakes to sign the standard format of Possession document/s, Maintenance Agreements etc. as and when called upon to sign by the Company and shall abide by its terms and conditions. The Allottee/s shall pay charges towards insurance, IFMS, stamp duty and other charges etc. at the time of offer of possession/FDN.
6. The possession date of the Villa as agreed upon is only indicative and the Company may offer possession before that date. In case of early possession, the balance

installment/s and other charges mentioned herein shall immediately become due.

7. The Allottee/s shall pay in respect of his/her/their Villa 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 Allottee/s 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.
8. 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.

#### **F. MAINTENANCE**

1. On issuance of offer of possession/FDN (defined hereinbefore) of the Villa, whichever is earlier, an Interest-Free Maintenance Security (herein "IFMS") towards the maintenance and upkeep of the Complex shall be payable by the Allottee/s. The amount to be deposited as IFMS will be intimated to the Allottee/s by the Company. The IFMS shall become payable within 30 days from the date of offer of possession/FDN by the Company, whether or not the Allottee/s takes possession of the Villa.
2. The Allottee/s upon offer of possession agrees to enter into a maintenance agreement with the Company or any association / body of Allottee(s) 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') for the maintenance and upkeep of common areas, common facilities (excluding internal maintenance of the Villa) in the Complex and pay charges for the same based on the size of the Villa (herein "Maintenance Charges"). However, failure on the part of Allottee/s to enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/their from their obligation to pay the Maintenance Charges and other related charges.
3. The Allottee/s commencing from the date notified by the Company for taking over possession of the Villa shall pay to the Company or Maintenance Agency, Maintenance Charges towards the upkeep of Common Areas and Common Facilities (excluding internal maintenance of the Villa). The Allottee/s understands & agrees that the Maintenance Charges may be enhanced by the Company or the Maintenance Agency from time to time. Incidence of any Taxes etc on Maintenance Charges and outsourced services shall be on the Allottee/s.
4. The Allottee/s is liable to pay monthly/quarterly/yearly maintenance charges as intimated/demanded by the Company/ Maintenance Agency, irrespective of the fact, whether the Allottee/s is in occupation of the Villa or not, within a period of 7 days of demand. In case of delay in payment of Maintenance Charges, interest @ 18% p.a. shall be charged for the period of delay. The Company/Maintenance Agency reserves the right to determine/collect Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.
5. (a) In case of failure of the Allottee/s to pay the Maintenance Charges on or before the due date, the Allottee/s is permitting the Company / Maintenance Agency to deny him/her/their maintenance services and the Company/ Maintenance Agency shall be entitled to effect disconnection of services to defaulting Allottees that may include disconnection of water/sewer, power, power backup etc. and debarment from usage of any or all common facilities within the Complex. Further, non-payment of Maintenance Charges shall constitute a breach of the terms contained herein by the Allottee/s.  
(b) In the event the Maintenance Charges, other charges/dues etc. are in arrears for more than three consecutive months then the Company shall have the right to cancel the allotment/sub lease deed (as the case may be) by a notice in writing to the Allottee of 30 days ( herein " Notice Period"). If such notice is issued then Allottee will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall stand withdrawn. As a result of such cancellation, the Earnest Money may be forfeited in favour of the Company and the Allottee shall have no right, interest or lien in the Villa. The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments & other dues, if any, shall be governed by the provisions provided in Clause C (3) above.
6. The Company / Maintenance Agency will maintain the Complex till the maintenance is handed over to the Allottees Association or for a period of 1 year from the date of completion of the Villa or offer of possession, whichever is earlier. The Company is not bound to maintain the Project beyond a period of one year from the date of offer of possession, as aforesaid. The Company is only playing the role of maintenance facilitator till that period. The Allottee/s understands that the IFMS lying with the Company shall not earn any interest, either real or notional and no such amount shall be creditable to his/her/their maintenance or any other account and further agrees & undertakes not to raise any claim, dispute etc in this regard. If the Allottees Association fails to take over the maintenance within that period, the Company is authorized to cease the maintenance and return the IFMS after deducting any default of Maintenance Charges etc along with interest accrued thereon & other charges/deposits borne by the Company with respect to the Villa to the Allottee/s and discontinue maintenance of the Project. If the Allottee/s fails to accept the said return of IFMS within 15 days of written intimation to such effect then the net of default IFMS shall lie with the Company without creating any liability to either provide maintenance or interest on the same. However, the Company may manage the maintenance & upkeep of the Complex 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 will neither himself do nor permit anything to be done which damages common areas, adjoining Villa/s / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottee/s. The Allottee/s shall be liable to rectify such damages to the satisfaction of the parties concerned, falling 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 then the Company shall be entitled to raise demand against it, which shall be strictly payable by the Allottee/s within 30 days of such demand. However, in such an event Allottee/s shall make further payment to maintain required balance of IFMS as applicable. The Allottee/s shall always keep the Company indemnified in this regard.
8. It shall be incumbent on each Allottee to form and join an Association comprising of the Allottees of the Complex for the purpose of management and maintenance of the Complex. Only the management and maintenance of common area/facilities of the Complex will be transferred to the Residential Welfare Association ("RWA") on such terms and conditions as the Company would deem fit and proper. Facilities like club, 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 common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment basis.
10. The Allottee/s or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations as may be laid down by the Company or its nominated Maintenance Agency.
11. The internal maintenance of Villa including structural maintenance, regular painting, seepage etc. shall be the exclusive responsibility of the Allottee from the date of possession or possession due date whichever is earlier.

#### **G. TERMS OF RAJASTHAN STATE INDUSTRIAL DEVELOPMENT & INVESTMENT CORPORATION LIMITED (RIICO)/ OTHER COMPETENT AUTHORITY**

1. The Allottee/s shall from time to time and at all times pay 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, annual lease rent etc. of any nature whatsoever, by any local administration, State Government, Central Government, RIICO/Competent Authority(ies) on the Complex/ Project /Villa by virtue of any notification or amendment in the existing laws and/ or any increase therein effected, on pro-rata basis. The Allottee agrees and understand that if such pro rata demand is raised as above said on the Allottee/s, the same shall be payable by the Allottee/s directly to the concerned Government agency/competent authorities or department concerned or to the Company as the case may be.
2. The Allottee agrees that if RIICO enhances the Development Charges consequent to any award passed by any competent court then in that case the same shall be recovered from/payable by the Allottee/s, on pro-rata basis, on the basis of the area of the Villa.
3. 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 Complex to be connected to the internal services are to be provided by RIICO/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 Rajasthan /RIICO/other Competent Authority (ies) in the Complex/Project are beyond the control of the Company and the Allottee/s agrees not to raise any claim or dispute against the Company in respect of the infrastructure facilities as aforesaid 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 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 RIICO and/or competent authority(ies), if any in respect of the Complex /Villa.
5. All terms and conditions of RIICO of allotment/development of Plot on which the Complex/ Villa is to be developed shall be mutatis mutandis binding upon the Allottee/s.
6. Any additional construction on the Villa shall be carried by the Allottee/s at its own cost and expenses in accordance with the approved building plans and

specifications as may be approved by RIIICO/other competent authorities. The cost of getting the plans approved for construction / additional construction shall be borne by Allottee/s.

#### H. SUB LEASE DEED/TRANSFER DEED

1. The Allottee/s undertakes to execute and get registered the Sub Lease/transfer deed in respect of Villa 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 Villa to any other party. It is clarified that the period of the sub lease of the Villa shall be the unexpired period of 99 years commencing from the date of execution of the Lease Deed to be executed between RIIICO and the Company.
2. On execution of Sub-Lease deed in favour of the Allottee/s by the Company, the allottee, as sub-lessee, will be bound by the terms of RIIICO, including payment of Lease Rent, transfer charges etc.
3. The Allottee/s through sub lease deed shall get exclusive possession and title of the built up area of the Villa alongwith lease hold in the land underneath the Villa only and undivided proportionate interest in and right to use the Common Areas and Common Facilities within the Complex
4. All charges, expenses, stamp duty, registration fee and incidental expenses etc. toward Sub Lease/Transfer Deed of the Villa, at the rate as may be applicable on the date of execution and registration of the Sub Lease Deed including documentation shall be borne by the Allottee/s only. If the Company incurs any expenditure towards the registration of the Villa, the same shall be reimbursed by the Allottee/s.
5. The Allottee/s prior to execution of Sub Lease/Transfer Deed of the Villa 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, up to 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 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 Villa 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. For any subsequent transfer of the Villa by way of Sale or otherwise by the Allottee/s, after execution and registration of Sub Lease Deed in his/her/their favour, 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. 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/departments/government and/or non-payment of municipal taxes, charges and other outgoings in respect of the Villa. 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.

#### J. SEVERABILITY

If any term(s)/provision(s) contained herein shall be determined to be void or unenforceable under applicable laws/order/notification, such term/provision shall be deemed amended or deleted in so far as reasonably with the remaining part of Allotment Certificate & Agreement and to the extent necessary to conform to applicable law and the remaining part shall remain valid and enforceable.

#### K. FORCE MAJEURE

The Company shall not be held responsible or liable for not performing or delay in performing any of its obligations as provided herein, if such performance is prevented, delayed or hindered by any reason(s), which are beyond the control of the Company/ could not have been prevented or reasonably overcome by the Company with the exercise of reasonable skill and care / does not result from the negligence or misconduct of the Company and materially and adversely affects the performance of any obligation hereunder ; including but not limited to non receipt of critical approvals pertaining to building plans/ layout plans, environment clearance etc., 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.

#### L. GENERAL TERMS AND CONDITIONS

1. The Company shall have the right to raise loan from any bank/financial institution/body corporate by way of mortgage/ charge or in any other mode or manner by creating charge/mortgage of the Complex along with the land underneath, subject to condition that (i) the Company shall obtain no objection certificate ("NOC") from the said bank/financial institution/body corporate with respect to the allotment of the Villa and (ii) the Villa shall be free from all encumbrances at the time of execution of sublease / transfer deed.
2. The address given in the 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.
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 Villa for any purpose other than residential or for any commercial, illegal or immoral purposes or do or cause to be done any activity that may cause nuisance to other Allottee/s in the Complex. In case the Allottee/s desires to carry out modifications, alterations, in the structure / building of the Villa, the same shall be made in accordance with the sanctioned plans / revised sanctioned plans and in accordance with building bye-laws and other applicable laws.
5. The Allottee/s shall not be entitled to subdivide the Villa or amalgamate the same with any other villa/plot. In case of joint Allottee (s), each Allottee's share in the Villa shall always remain undivided, unidentified and impartible and none of them shall be entitled to claim partition of its share therein.
6. The Allottee(s) agrees and undertakes to pay all Government rates, tax on Complex/Project/Villa, 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/Villa as the case may be as assessable or applicable from the date of the allotment. If the Villa is assessed separately the Allottee(s) shall pay directly to the Governmental Authority and if the Villa is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Allottee(s). Additionally, if any additional taxes, cess by any Government or authorised body is levied/imposed on the Company after the date of allotment including increase in service tax, VAT etc. same be proportionately passed and payable by the Allottee/s.
7. The Company shall have sole right to deal with or dispose of the open/covered parking space(s) in the Complex in the manner in which the Company may deem fit including the sale of usage rights and appropriation of revenue therefrom.
8. The Allottee/s shall carry out construction/extension work on the Villa subject to that (i) it shall not cause nuisance to the other occupants in the adjoining areas and (ii) shall not obstruct/block/encroach the Common Areas / Facilities of the Complex/Project.
9. The Allottee/s shall not be allowed to make changes that may affect the facade of the Villa. The Allottee/s shall at all times maintain the façade of the Villa as per the original design of the Company.
10. The Allottee/s understands that he/she/they shall have only lease-hold right in the Villa. The Allottee shall have no right and interest in the remaining part of the

- Complex such as school/club/sports facilities, local shopping area/commercial etc. if any constructed in the Complex. The Company shall be free to dispose of the same on such terms and conditions, as it may deem fit and proper. The Allottee/s shall not have any right to interfere in the manner of booking/allotment/sale of such community facilities, commercial premises etc to any person/s and also in their operation and management.
11. 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 Villa and take over the possession of the Villa/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 Villa in any manner whatsoever at its sole discretion.
  12. The Allottee/s agrees and undertakes that he/she/they shall, on taking possession of the Villa or before, have no right to object to the Company constructing or the construction done by other Allottee in a reasonable manner, adjoining the Villa.
  13. The Allottee/s agrees & understands to pay to the Company such amount as may be intimated by the Company towards Malba Charges.
  14. The Allottee/s understands that the Complex 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 Complex with the existing ones 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.
  15. The Allottee/s may be offered membership of the club, if provided, in the Complex 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.
  16. Any alteration/changes made in the Application form/Allotment Certificate & Agreement by the Allottees/s render the application/allotment card as "null and void" to that extent.
  17. 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 Company accepts no responsibility in this regard.
  18. The Allottee/s agrees that in case of joint applicants, the Company may, at its discretion, correspond with any one of the applicant which shall be deemed sufficient for all purposes whatsoever.
  19. In case of any dispute between the co-Allottee/s, the decision from the competent court shall be honored by the Company.
  20. In the case of any conflict between the terms contained herein and the terms /specifications mentioned in Company's sale brochures/CD walk through, advertisement(s) and other sale document(s) then the terms contained herein will prevail.
  21. 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.
  22. All or any disputes arising out or touching upon or in relation to the terms of this application including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties 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. The courts at New Delhi shall have the 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)

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

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

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

(Signature of the Co - Applicant)

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

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

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