

To

Eldeco Infrastructure & Properties Limited
201-212, 2nd Floor, Splendor Forum,
Jasola District Center, New Delhi-25

Sirs,

I / We hereby apply for the allotment of a residential unit as per details given below in your project Ananda, Sector 48, Noida.
I / We agree to sign and execute, as and when desired by the company, the Allotment Certificate on the Company's standard format and
I / we agree to abide by the terms and conditions of the sale as laid down herein.

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 instalments as stipulated / demanded by the company. My / our particulars are as below:

Applicant's name: _____ Age: _____ yrs.

Father's/ Husband's name: _____ Age: _____ yrs.

Co-applicant's name: _____ Age: _____ yrs.

Father's/ Husband's name: _____ Age: _____ yrs.

Mailing address: _____

Tel.: (r) _____ (o) _____

Mobile: _____ e.mail: _____

Office /Address: _____

Name/address of Guardian (in case of minor): _____

Relationship: _____

Income tax PAN no. : First applicant: _____

Second applicant: _____

UNIT DETAILS

Unit no. _____; Floor _____; Type _____; Block _____; Super Area _____ sq.ft.;

Lawn Area _____ sq.ft.; Terrace Area _____ sq.ft.; Courtyard Area _____ sq.ft.

Basic Price: Rs. _____

Payment plan opted: Instalment Payment Plan (Plan A) / Down Payment Plan (Plan B)

Signature: Applicant: _____, Co-applicant: _____

Signature of Guardian (in case of minor) : _____

FOR OFFICE USE ONLY

Mode of booking: Direct / Agent _____

Location booked: _____ Date of booking : _____

Dealing executive : _____ Checked / verified by : _____

PROCEDURE / TERMS & CONDITIONS FOR ALLOTMENT OF RESIDENTIAL UNIT

A. BOOKING & ALLOTMENT

1. For allotment of a residential unit, the applicant has to submit higher application on the prescribed form indicating the location, size & type of unit required. The application is to be accompanied with the booking amount, as per the payment plan, by a payee cheque or draft favouring Ekdco Infrastructure & Properties Ltd, payable at New Delhi.
2. The final allotment is entirely at the sole discretion of the Company and the Company has the right to accept or reject an application without assigning any reason therefor.

B. PAYMENT

3. Timely payment of instalments as indicated in the Payment Plan is the essence of the scheme. If any instalment as per the schedule is not paid by 10th of the month in which it becomes due, the Company will charge 24% interest 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 will automatically stand cancelled without any prior intimation to the allottee and the allottee will have to lien on the Unit. In such a case, the amount deposited upto 20% of the cost of the unit, constituting the Earnest Money will stand forfeited and the balance amount paid, if any, will be refunded without any interest. However, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment exceeding three months by charging interest @ 18% per annum and restore the allotment in case it has not been allotted to some one else on the waiting list. In such a situation, an alternate unit, if available, may be offered in lieu of the same.
4. In case the applicant, at any time, desires for cancellation of the allotment, it may be agreed to, though, in such a case, 20% of the Basic Price of the unit, constituting the Earnest Money, will be forfeited and the balance, if any, refunded without any interest.
5. In case the allottee wants to avail of a loan facility from his employer or financing bodies to facilitate the purchase of the unit applied for, 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 only.
 - b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule, shall be made by the buyer, failing which, the buyer shall be governed by the provision contained in clause 3 as above.

C. CONSTRUCTION / COMPLETION OF UNITS

6. The specifications for the unit are shown in the specification sheet. Any additional/better specifications for individual unit requested for by the allottee will in line may be provided, if technically feasible, which will be charged extra as demanded by the Company.
7. The Company may on its own modify/improve specifications and/or facilities as mentioned in the specifications sheet or sale brochures due to technical reasons/ due to popular demand/unavailability of certain materials/ overall betterment of the complex/individual unit or for reasons beyond the control of the Company. The proportionate cost of such changes will be borne by the allottee.
8. The completion of the unit will be done as per the completion date subject to receiving the entire cost and other payments as per the terms of allotment. However, if the allottee opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected. In case the allottee insists for early completion of the unit shall in any case not be binding on the Company.
9. The drawings shown in the sale documents are subject to changes by the architect/Company before or during the course of construction without any objection or claim from the allottee. Within the agreed construction cost, the Company shall complete all the civil work, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans, switches etc.) of the unit, shall, in particular, comprise of specifications as mentioned in the Specification Sheet. The following facilities will be provided by the Company on extra payment:
 - a) Expenditure in obtaining clearance from Fire Officer and provision of Fire Fighting System/Equipment as per statutory requirements shall be shared by the allottees proportionately.
 - b) Expenditure on the provision of common facilities TV system including cabling, telephone system, intercom system or any other common facility provided by the Company shall be proportionately borne by the allottees.
 - c) The stand-by generator for running the lift, tube well and water pump shall be provided by the Company without any extra cost but if common generator lines or any other power back-up system is provided within the residential units, the cost of the same shall be borne by the allottees proportionately. The running costs of the power back-up systems to the apartments shall be proportionately borne by the allottee over and above the general maintenance charge.
 - d) The cost of External Electrification of the complex, which includes proportionate cost of sub-station, cost of transformer, main electrical panel and cost of cables upto the distribution box will be paid by the allottees on sharing basis.
 - e) The Company may construct servant rooms (or dormitories) and storage spaces within the complex for desirous buyers. The consideration cost of these spaces will be charged extra at a rate notified at the time of offer.
 - f) The allottee shall be offered membership of the recreational club in the complex at a concessional rate but will not have any ownership right on the club or club items. The allottee will have to abide by the terms of membership of the club including payment of recurring annual / monthly charges as well as usage charges.
 - g) Covered and open parking space shall be allotted on extra cost as fixed by the Company.

D. MAINTENANCE

10. On completion of building/allotted unit offer of possession, whichever is earlier, an interest-free Maintenance Security (FMS) toward the maintenance and upkeep of the building/complex shall be payable by the allottee to the Company. The amount to be deposited as FMS will be intimated to the allottee by the Company. Further, the monthly maintenance charges as intimated to the allottee by the company, shall be payable by the allottee. Any default in payment of the monthly maintenance charges shall be recovered from the FMS of the allottee. Moreover, the company/allottees' Association will be entitled to effect disconnection of services to defaulting allottees that may include disconnection of water/sewer connection and disbarment from usage of any or all common facilities within the complex. The Company reserves the right to enhance the maintenance amount payable by way of further one time, annual or monthly charge should the interest income from the FMS plus monthly charges fall insufficient for the proper maintenance of the complex. The company shall maintain the complex till the maintenance is handed over to the Allottees Association or a period of 1 year from the date of completion of the building, whichever is earlier. The company shall hand-over the FMS to the Allottees' Association for maintenance of the complex thereafter. The amount to be transferred as FMS from the company to the Association would be the original amount minus deductions toward any default in payment of recurring maintenance charges, if any.
11. The maintenance of the residential unit including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the allottee from the date of the possession. Further, the allottee will neither himself do nor permit anything to be done which damages any part of the building, the staircases, shafts, common passages etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottees.
12. The FMS shall become payable within 30 days from the date of offer of possession by the Company, whether or not the allottee takes possession of his/her unit. In case of delay in payment of FMS within this period, interest @ 24% p.a. shall be charged for the period of delay.
13. It shall be incumbent on each allottee to form and join an Association comprising of the allottees, for the purpose of management and maintenance of the complex.
14. Only common services shall be transferred to the Association. Facilities like parking, shopping, club, storage spaces, servant rooms, swimming pool, central plaza, parks etc. shall not be handed over to the association and will be owned by the Company or sold to any agency or individual as the case may be or on any terms as the Company would deem fit.
15. The central green lawn 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 not be used for conducting personal functions.
16. The allottee will allow the complex maintenance teams to have full access to and through his unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.

E. TERMS OF NOIDA

17. The project is being executed by the Company or leasehold land allotted by New Delhi Industrial Development Authority (NOIDA) on the basis of Letter of Allotment issued by NOIDA authorizing the Company to develop and market the project and execute the transfer deed of the unit in favour of the allottee.
18. On execution of the sub-lease deed in favour of the allottee by the Company, the allottee, as sub-lessee, will be bound by the terms of NOIDA, the lease, including payment of lease rent, transfer charges etc.
19. All taxes or charges, present or future, on land or building levied by any authority, from the date of booking, including the Lease Rent payable to NOIDA shall be borne and paid by the allottee. One time lease rent, if paid, will proportionately be borne by the allottee.
20. The Company shall be responsible for providing internal services within the complex, which include laying of roads, water lines, sewer lines, electric lines and arboriculture. However, external services like water supply network, sewer, storm water drains, roads, and electricity outside the complex to be connected to the internal services are to be provided by NOIDA.
21. All terms and conditions of the allotment of the land by NOIDA to the Company will be mutatis mutandis applicable to the allottee.

F. POSSESSION

22. The Transfer Deed of the unit shall be executed in favour of the allottee by the Company after the entire payment and dues in respect of the allotment are cleared by the allottee.
23. All charges, expenses, stamp duty, official fees etc. toward transfer deed, including documentation, will be borne by the allottee. If the Company incurs any expenditure towards the registration of the unit, the same will be reimbursed by the allottee.
24. The possession of the unit will be given after execution of transfer deed.
25. The allottee shall get exclusive possession of the built-up area of his unit and will be transferred the title of this area alongwith proportionate undivided share in the land under his block through a Transfer Deed. The allottee shall have no right, interest or title in the remaining part of the complex such as club, parking, park, etc. except the right of ingress and egress in the common areas like corridors, staircase, lobby, lift area and approach road. These and the land for other common facilities shall remain the property of the Company and subject to these, the allottee shall be governed by the U.P. Apartments Act, 2003. The right of usage of common facilities is subject to observation by allottee of covenants herein and upto daily payments of all dues. In addition to the built-up area, the allottee, if and as mentioned in this allotment, may get exclusive usage rights to certain areas (like attached areas with Ground Floor unit, and terrace for certain upper floors). No construction, either permanent or temporary, shall be allowed in such areas. The maintenance of these areas shall be the exclusive responsibility of the allottee.
27. For computation purposes, the flats are being allotted on the basis of super area, which includes built-up area and proportionate share of area falling under corridors, stairs, lobbies and other common spaces within the blocks of the complex. The built-up area of the Unit shall be measured from outer edge of the wall if it is not common and from the center of the wall if it is common. Built-up area will include 100% of balcony area, 100% of that part of terrace area which is covered by projection and 50% area of projection at slab level.
28. The final super area of flats will be intimated after final physical measurement after construction. In case of variation in actual super area vis-a-vis booked super area, necessary adjustments in cost, plus or minus, will be made at the rate prevalent at the time of booking. Super area may vary without any change in built-up area or dimensions of the flats. Similar measurements and calculations will be done for exclusive lawn and terrace area also.
29. The sizes given in plans are tentative and can be modified due to technical and other reasons, e.g. change in position or design of the Unit, number of the Unit, its boundaries, dimensions or its area. The Company shall be liable only for cost adjustments arising out of super area variations.
30. In case a particular unit is cancelled due to change in the plan or the Company is unable to hand over the same to the allottee for any reason beyond its control, the Company shall offer alternate unit of the same type and in the event of non-acceptability by the allottee or non-availability of alternate unit, the Company shall be responsible to refund only the actual amount received from the allottee (if any) and will not be liable to pay any damages or interest to the allottee whatsoever. In case any preferentially located unit ceases to be so located, the Company shall be liable to refund extra charges paid by the allottee for such preferential location without any damages or compensation. Further, that the layout shown in the sales literature is tentative and is subject to change without any objection from the allottee.
31. The allottee has to take possession of the unit within 30 days of the written offer of possession from the Company failing which the unit shall be at the risk and cost of the allottee. Further the allottee shall be liable to pay Holding Charges, in addition to his proportionate share of all the other charges like maintenance and power back-up, to the Company for the period of delay in taking over actual possession of the unit after the expiry of the said period of 30 days.
32. The allottee after taking possession of the unit, shall have no claim against the Company in respect of any item of work in the unit, which may be said not to have been carried out or for non-compliance of any designs, specifications, building material or any other reason whatsoever.

G. GENERAL TERMS AND CONDITIONS

33. The basis of calculating the proportionate charges payable by any allottee will be the proportion of the built-up area of his unit to the total built-up area of all units affected by that charge.
34. The address given in the application form shall be taken as final unless any subsequent change has been intimated under Regd./A.O letter. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the allottee.
35. The allottee may undertake minor interior alterations in his unit only with the prior written approval of the Company. The allottee shall not be allowed to effect any of the following changes/modifications:
 - i) Changes which may cause damage to the structure (columns, beams, slabs etc.) of the block or the unit or to any part of adjacent units. In case damage is caused to an adjacent unit or common area, the allottee will get the same repaired/fixed which the cost of repair may be deducted from the allottee's FMS.
 - ii) Changes that may affect the facade or common area of the building (e.g. changes in windows, tampering with external treatment, changing of window position, changing the paint colour of balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
 - iii) Making encroachments on the common spaces in the building.
36. The allottee shall not use or allow to be used the unit for any non-residential purpose or any activity that may cause nuisance to other allottees in the complex.
37. In case of transfer of allotment/ownership of unit, a transfer fee as prescribed by the Company shall be payable by the allottee to the Company.
38. The development of the premises is subject to force majeure clause, which includes delay for any reason beyond the control of the Company like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession as a result of any delay, order, rule, notification of the government/Public/Competent Authority or any other reason beyond the control of the Company & any of the aforesaid events, the Company shall be entitled to a reasonable extension of time.
39. In case of NRIs buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the allottee.
40. The amounts paid by the allottee to the company to the extent of 10% of the Basic Price of the unit shall constitute the Earnest Money which may be forfeited in case of non-fulfilment of terms of allotment.
41. The allottee has fully satisfied himself/herself about the interest and the title of the company in the said land on which the unit as part of a group housing scheme is being constructed and has undertaken all obligations and obligations in respect thereof and there will be no more investigation or objection by the allottee in this respect.
42. The allottee agrees and undertakes that he shall, on taking possession of the unit or before, have no right to object to the Company constructing or continuing to construct other buildings adjoining the said residential unit. The allottee agrees that in case at any stage further construction in the complex becomes possible, the Company shall have sole right to undertake and dispose of such construction without any objection or claim from the allottee.
43. All charges payable to various departments for obtaining service connections to the residential unit like electricity, telephone, water etc. including security deposits for sanction and release of such connections as well as informal charges pertaining thereto will be payable by the allottee.
44. In case of joint application, the Company may, at its discretion, without any claim from any person deem correspondence with any one of the joint allottees sufficient for its record.
45. In case of any dispute between the co-allottee, the decision from the competent court shall be honoured by the Company.
46. For all intents and purposes, singular includes plural and masculine includes feminine.
47. The courts at Delhi alone shall have jurisdiction for adjudication of all matters arising out or in connection with this agreement.

Signature Applicant _____ / Co-applicant _____

Name _____ Date _____