



Application Form



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Date : 09.12.2010

To
Eldeco Infrastructure and Properties Limited
201-212, 2nd Floor, Splendor Forum,
District Centre, Jasola, New Delhi-25.

Space for
Photograph

**SUBJECT: APPLICATION FOR ALLOTMENT OF A RESIDENTIAL UNIT IN THE PROJECT
NAMED "ELDECO MYSTIC GREENS", SITUATED AT SECTOR OMICRON - 1, GREATER NOIDA, UTTAR PRADESH**

Dear Sir,

I/We hereby apply for the allotment of a residential unit as per details given below (herein "Unit") in your residential group housing project namely "Eldeco Mystic Greens", situated at Sector Omicron - 1, Greater, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh (herein "Complex"), to be developed by Eldeco Infrastructure and Properties Limited (herein "Company").

I/We request for allotment of Unit, as per terms and conditions of the offer for allotment of the same, and on payment of the basic price thereof in accordance with the (A) Construction Linked Payment Plan (B) Down Payment Plan (C) Flexi Payment Plan. In the event of Company agreeing to allot Unit to me/us, I/we agree to pay installments/Down Payment of basic price and all other charges as stipulated in this Application, Allotment Certificate and Agreement, Maintenance Agreement etc. and as per the payment plans explained to me/us by the Company. I/We have understood the same and have agreed to abide by the same.

I/We are fully aware and agree that the allotment of Unit is not guaranteed and the same is at the sole discretion of the Company. The Company has an absolute right to reject the application/ withdraw the offer without assigning any reason thereof. In case of rejection of application and/or withdrawal of offer, 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 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 irrevocably consent that if for any reason, including non-development of Complex, 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 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, status of layout/building plan etc and rules applicable to the Complex 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) Down Payment Plan (B) Construction Linked Plan, (C) Flexi Payment Plan opted by me/us and as per the terms and conditions of allotment.

My / our particulars are as below:

Applicant's name: _____

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

Co-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

UNIT DETAILS

Unit no. _____; Floor _____; Type _____; Block _____;

Super Area _____ sqfts (_____ sqmts); Side Terrace _____ sqfts (_____ sqmts); Roof Terrace _____ sqfts (_____ sqmts); Private

Lawn _____ sqfts (_____ sqmts); Court Yard _____ sqfts (_____ sqmts)

Basic Price: Rs. _____ (Rupees) _____

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

Service Tax: Rs. _____ (Rupees) _____

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 reject the application/cancel the allotment and 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 shall 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 Complex with respect to 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" means all easements, rights and appurtenances, belonging to the land on which Complex is located, utility corridor, shafts, lobbies, stairs, roads & paths, entrance and exits of building, common areas of basements and Complex boundary wall.

"Complex" means the residential group housing to be developed by the Company on leasehold land admeasuring 3641.30 sq mts allotted by Greater Noida Industrial Development Authority ("GNIDA") situated at Omicron - 1, Greater Noida, Distt Gautam Budh Nagar (U.P.).

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

"Holding Charges" means the administrative 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.

"Safeguard 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 period specified in the offer of possession. It does not include guarding or safekeeping of fitments and materials used in the Unit construction.

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 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 and Properties Limited" payable at New Delhi.
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 fails to execute and return one copy of the signed Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the Company, the allotment may be cancelled 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 Complex 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 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 the Company shall obtain no objection certificate ("NOC") with respect to the allotment of the Unit.
6. 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 are 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 arrear 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 on the Unit. In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation/penalty. However, without prejudice to Company's rights as aforesaid, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in the payment exceeding three months by charging penal interest @ 18% per annum on the delayed amounts along with restoration charges as per the Company policy and restore the allotment of the 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 till date and then sequentially 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 and 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 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 unit(s) 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 at the time of FDN (defined hereinafter). If due to any change in the layout plan, the Unit becomes located at preferential location, then the Allottee/s shall pay additional PLC as applicable, as may be demanded by the Company.
3. The Allottee/s understands & agrees that in case he/she/it/they, at any time, requests for cancellation of the allotment of 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 the 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 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 Unit, the Company shall facilitate the process subject to the following:
(a) The terms of the 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 financial institution/agency by Allottee/s, the Allottee/s Company may cancel the allotment of the Unit (the Allottee hereby authorized the Company for this purpose) and repay the amount received till that date after deduction of Earnest Money, interest on delayed payments and adjustment of dues under various heads as stipulated herein, directly to 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 Unit. The refund, if any of balance amounts due to the Allottee (after deduction/adjustment amounts as aforesaid) shall be governed by the provisions provided in Clause 3 above.

D. CONSTRUCTION & COMPLETION

1. The construction of Unit is likely to be completed within a period of ____months of allotment 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 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.
2. In case the Unit 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 then the Company may offer an alternate unit/property and in the event of non-acceptability by the Allottee/s or non-availability of alternate unit/property, the Company may at its discretion refund only the actual amount received from the Allottee/s till then (within the timeframe as may be mutually agreed) and shall not be liable to pay any damages/compensation or interest to the Allottee/s, whatsoever. The Allottee/s irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Unit or alternate unit/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 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 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/FDN. 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 super 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. The terms of refund as mentioned in Clause C (3) under headings "Payments" will apply except forfeiture of Earnest Money.
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 are 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 layout plan/drawings may be revised due to technical, regulatory or for any other reasons, and if due to the said revision, the location/super area of the Unit is changed, the Company shall be liable only for cost adjustments arising out of area variations as above mentioned and PLC adjustments.

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 Complex / Unit or reasons of non availability. The proportionate cost of such changes shall 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 Unit or on construction/development of the Unit/Complex 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.
10. The following facilities will be provided by the Company on extra payment:
 - i) Expenditure in obtaining clearance from Fire Officer and provision of Fire Fighting System/Equipment as per statutory requirements shall be shared by the Allottee/s proportionately.
 - ii) Expenditure on the provision of, telephone system, security system, LPG piped gas system, intercom system or any other common facility/service provided by the Company shall be proportionately borne by the Allottee/s.
 - iii) The stand-by generator for running the lifts, tube well and water pump shall be provided by the Company without any extra cost but if common generator lines or any other power back-up system is provided within the Unit, the cost of the same shall be charged extra to the account of the Allottee/s at a rate intimated by the Company. The running costs of the power back-up systems to the Unit shall be proportionately borne by the Allottee/s over and above the general maintenance charges.
 - iv) The cost of External Electrification of the Complex, which includes proportionate cost of sub-station, cost of deposits / charges paid to the authorities, cost of external supply cables, cost of transformer, main electrical panel and cost of cables up to the distribution box will be paid by the Allottee/s on proportionate basis.

E. POSSESSION

1. Upon the completion of construction of the Unit excluding the Final Finishing (defined herein below), 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 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/Sub Lease Deed, subject to (i) Force Majeure Conditions, 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 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, 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 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, Safeguard 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 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.
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/s and other charges mentioned herein 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.

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 Complex shall be payable by the Allottee/s of the Unit. 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 Unit. In case of delay in payment of IFMS within this period, interest @ 18% 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) 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 Complex and pay charges for same based on the size of the Unit (herein "Maintenance Charges"). However, failure on the part of Allottee/s to enter into Maintenance Agreement for any reasons whatsoever, will not absolve him/her/their Unit from their obligation to pay the Maintenance Charges and other related charges. The Allottee/s acknowledges and agrees that Company /Maintenance Agency reserves the sole right to modify/revise all or any of the term(s) of the Maintenance Agreement and the Allottee/s further agrees not to raise any objection to the same.
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 Maintenance Agency, Maintenance Charges to be determined at the said time on the basis of size of the Unit. The Allottee/s understands & agrees that the Maintenance Charges may be enhanced by the Company or the Maintenance Agency from time to time. Incidence of any Taxes etc on Maintenance Charges and outsourced services shall be on the Allottee/s.
4. The Allottee/s 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 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 maintenance services and the Company/ Maintenance Agency 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 Complex. Further, non-payment of Maintenance Charges will 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 consecutive three months then the Company shall have the right to cancel the allotment/sub-lease(as the case may be) by a notice in writing to the Allottee/s of 30 days (herein " Notice Period"). If such notice is issued then Allottee/s will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall be withdrawn. As a result of such cancellation, the amount paid by the Allottee/s may be forfeited in favour of the Company.

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 Unit or offer of possession, whichever is earlier. The Company is not bound to maintain the Complex 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, Company is authorized to cease the maintenance and return the IFMS after deducting any default of Maintenance Charges etc along with interest accrued thereon & other charges/deposits borne by the Company with respect to the Unit to the Allottee/s and discontinue maintenance thereof. 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 the Common Areas, adjoining Unit 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 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 a common association comprising of the allottee(s) of the Complex for the purpose of management and maintenance of the Complex. Only the management and maintenance of common services of 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 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, common lawns, 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.
12. The Company/Maintenance Agency/ RWA shall have right to full access to and through the Unit and terrace area/attached lawn for periodic inspection/ carrying on the maintenance and repair of service conduits and the structure.

G. TERMS OF GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY ("GNIDA")/ OTHER COMPETENT AUTHORITY (IES)

1. The Complex is being developed by the Company on leasehold land allotted by Greater Noida Industrial Development Authority (GNIDA).
2. The Allottee/s shall pay to the Company on demand, such amount, which may be levied, charged or imposed now or in future or retrospectively, on account of any tax, duty, charges, cess fee, lease rent etc. of any nature whatsoever, by any local administration, State, Government, Central Government on the Complex/Unit by virtue of any notification or amendment in the existing laws (including any levy of any additional charges payable to GNIDA/Competent Authority(ies), any other taxation etc) and/ or any increase therein effected, on pro-rata basis. One time lease rent, if paid, will proportionately be borne by the Allottee/s.
3. The Company shall be responsible for providing internal services within the Complex, which include laying of roads, water lines, sewer lines, electric lines etc. However, external services like water supply network, sewer, storm water drains, roads, and electricity outside the Complex to be connected to the internal services are to be provided by GNIDA/other Competent Authority (ies). The Allottee/s acknowledges and confirms that the time frame and quality of execution of infrastructure facilities provided by the Government of Uttar Pradesh/GNIDA/other Competent Authority (ies) in the Complex are beyond the control of the Company and the Allottee/s agrees not to raise any claim or dispute against the Company in respect of the infrastructure facilities as aforesaid provided by the public agencies. The Company has made it clear to the Allottee/s that the Company shall not have any responsibility for the consequences of delayed or inadequate execution of external services by public agencies and also of the effects of such delay and inadequacy on the performance of internal infrastructure within the Complex.
4. The Allottee/s shall abide all terms and conditions of GNIDA and/or competent authority(ies), if any in respect of the Complex/Unit.
5. On execution of the Sub-Lease Deed in favour of the Allottee/s by the Company, the Allottee/s, as sub lessee, shall be bound by the terms of GNIDA (Lessor), including payment of lease/ground rent, transfer charges etc.
6. All terms and conditions of GNIDA of allotment of land on which the Complex/ Unit is to be developed shall be mutatis mutandis binding upon the Allottee/s.

H. SUB LEASE DEED/TRANSFER DEED

1. The execution of Transfer/Sub Lease Deed of Unit shall be subject to that up to date payment of all the amounts due and payable by the Allottee/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/Sub Lease Deed in respect of the Unit within 30 days from the date of intimation by the Company in writing, failing which, Allottee/s authorizes the Company to cancel the allotment and forfeit the Earnest Money, interest accrued on delayed payments (if any) etc. and refund the balance amount to the Allottee/s without any interest upon realization of money from re-allotment/re-sale of the Unit.
2. All charges, expenses, stamp duty, registration fee and incidental expenses etc. towards Transfer/Sub Lease Deed of the Unit, at the rate, as may be applicable on the date of execution and registration of the Transfer/Sub Lease Deed, including documentation shall be borne by the Allottee/s only. If the Company incurs any expenditure towards the registration of the Unit, the same shall be reimbursed by the Allottee/s.
3. The Allottee/s shall get exclusive possession and title of the built-up area of the Unit through Sub-Lease deed along with proportionate undivided and impartible lease hold rights in the land underneath the building, wherein Unit is/will be located.
4. Prior to execution of Transfer/Sub Lease Deed, any interest/rights of allotment, as stipulated herein, shall not be assigned by the Allottee/s without taking prior consent of the Company. The Company may, at its sole discretion and subject to no subsisting breach of terms/conditions contained herein on behalf of the Allottee/s, up to date payment of dues under all various heads 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 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 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.
5. For any subsequent transfer of the Unit by way of Sale or otherwise by the Allottee/s, after execution and registration of Transfer/Sub Lease 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. 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.

J. 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.

K. 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.

L. 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 and Properties Limited" payable at New Delhi 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 or any activity that may cause nuisance to other allottee/s in the Complex. In case the Allottee desires to carry out modifications, alterations, in the structure / building of the Unit, 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.
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 Complex, common amenities/facilities etc of the Complex.
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/she shall on taking possession or after 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 Complex. Further, the Company shall also be connecting /linking the amenities/facilities viz electricity, water, sanitary/drainage system etc of Complex/additional development /construction and also those towers which might come in future, 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/they due to such development/construction activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc as above said. Allottee/s understands that many amenities like parking, club etc might be designed for the entire Complex on an integrated and shared basis and allottee/s shall have no objection thereto.
8. The Allottee/s shall have no right, interest & title in the remaining part of the Complex such as club, parking, park etc. except the right of usage of common passage / roads / Common Areas, as defined hereinabove, and carved out in the Complex 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 community facilities, commercial premises 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.
10. The Allottee/s may undertake minor internal alterations in the Unit only with the prior written approval of the Company. The Allottee/s shall not be allowed to effect any of the following changes/alterations:
 - i) Changes which may cause damage to the structure (columns, beams, slabs etc.) of the block or the Unit or to any part of adjacent units. In case damage is caused to an adjacent unit or Common Areas, the Allottee/s will get the same repaired failing which the cost of repair may be deducted from the Allottee/s IFMS.
 - ii) Changes that may affect the facade or Common Areas of the Complex (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
 - iii) Making encroachments on the common spaces in the Complex.
 - iv) Allottee/s shall have to install the air conditioning unit as per provisions made in the Unit by the architect and approved by the Company. If any Allottee/s deviates from the plan and effect dismantling on the external side, he has to remove and make good the same at his/her own cost or the Company will do it and the cost may be adjusted in the IFMS. Also the Allottee/s shall always keep the Company indemnified and harmless in this regard.
11. The Allottee/s will be offered membership of the recreational club, if provided, in the Complex at a prescribed rate but shall not have any ownership right on the club or club lawns. The Allottee/s shall have to abide by the terms of membership of the club including payment of recurring annual/monthly charges as well as usage charges.
12. 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 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 terms & conditions contained herein or other applicable policy framed from time to time by the Company. Further, the Company shall, thereafter, be free to re-allot and/or deal with the Unit in any manner whatsoever at its sole discretion.
13. 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, lift walls, mummies and other common spaces. Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the super area of the Unit, it is specifically provided 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 area 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 of the Complex. All common areas and surfaces including the common spaces, top terraces, parking, common parks, etc. shall continue to remain the property of the Company.
14. The Company may construct servant rooms (or dormitories) and storage spaces within the Complex. The consideration / cost payable for these spaces will be charged extra at a rate notified at the time of offer of the same.
15. The Allottee/s understands and agrees that exclusive usage rights of covered / open parking space shall be allotted on extra cost as fixed by the Company. Further, one parking is compulsory. Allottee/s agrees to abide by the Company Parking Policy.
16. The Allottee/s agrees and undertakes to pay the applicable Service Tax (and/ or any increase therein effected) on Unit over and above the Basic Price as may be intimated by the Company.
17. It is clarified by the Company that the power back up arrangements like diesel generator sets or other forms of power back up supply in the Complex are proposed to be designed & installed on the basis of diversity factor considering group diversity @ 55% to which the Allottee/s understands & agrees. The Allottee/s agrees that he/she/they, either singly or in combination with other allottee/s in the Complex shall not claim that the installed capacity be the cumulative of all the power back up load sold by the Company to different Allottee/s.
18. The Allottee/s understands and agrees that the Company may at its sole discretion appoint/engage designated service provider(s) for various facilities in the Complex viz. Cable, intercom, gas supply, Dish TV etc. The Allottee/s agrees with the said arrangement and also specifically agrees that it will not be possible to grant flexibility in choosing vendors for various such services at the individual unit level and understands that he/she/they will have to go with the choice of such service providers at a bulk level for the entire Complex. Further, the Allottee/s agrees to enter into specific service supply agreements with each of these service providers at their standard commercial terms.

19. 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.
20. 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.
21. 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.
22. The provisions of The Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act, 2010 as amended from time to time and all other rules, regulations other and statutory laws, wherever applicable, shall be observed and complied with
23. In case of any dispute between the co-allottee/s, the decision from the competent court shall be honored by the Company.
24. 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 shall prevail.
25. 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 Allotment Certificate & Agreement; Maintenance Agreement etc.
26. 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.
27. 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: _____