

ELDECO STATION 1

INTERACTIVE THEME BASED MALL
City Centre, Mathura Road, Faridabad



APPLICATION FORM



To,

Eldeco Infrastructure & Properties Limited
SU 12-13, Bhikaiji Cama Bhawan
Bhikaiji Cama Place
New Delhi 110 066

**SUBJECT : ALLOTMENT OF SHOP(S) IN THE PROPOSED SHOPPING-CUM COMMERCIAL COMPLEX
KNOWN AS "STATION 1 - FARIDABAD" FOR SHOP/ UNIT No. _____**

Dear Sir,

I/We request for the allotment of Office (s)/Shop (s)/ Space (s) in the proposed Shopping-Cum-Commercial Complex known as "STATION 1" situated at Plot No 1, Sector 12, Faridabad, Haryana, as per terms and conditions of the offer for allotment of the same according to your payment plan. In the event of the company agreeing to allot Office (s)/Shop (s)/Space (s), I/We agree to pay installments of sale price and all other charges as stipulated in this application, the Office (s) / Shop (s) /Space (s) Buyers Agreement, Maintenance Agreement etc. as per the payment plans explained to me/us by the company. I/We have understood the same and have agreed to abide by them.

I/We are fully aware and agree that the allotment of Office (s)/Shop (s) /Space (s) is not guaranteed and the same is at the sole discretion of the company, and 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 will only be liable to refund the application money without any interest/ penalty/ damages/ costs etc.

I/We have clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of the Office (s)/Shop (s)/ Space (s) notwithstanding the fact that the company may have issued a receipt in acknowledgement of the money tendered with this application. I/We are making this application with the full knowledge that the construction of the said " Station 1" is yet to complete. I/We irrevocably consent that if for any reason, including non-construction, the company is not in a position to allot a Office (s)/Shop (s)/Space (s) applied for, I/we would like to have refund of the amount deposited without any interest/ penalty/ damages/ costs etc.

I/We agree to sign and execute the Shop Buyers Agreement, Maintenance Agreement etc. as and when desired by the Company on company's standard format. 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 hereby declare that I/we have read and understood the Terms and Conditions of the Shop Buyers Agreement, Maintenance Agreement etc. made available to me/us in the Company's Office. I/we agree and undertake to abide by the said terms and conditions and to sign the Shop Buyers Agreement, Maintenance Agreements etc. as and when called upon to sign by the Company.

I/we further accept and confirm that the Allotment is subject to the payment schedule as explained and making various payments in respect of the said shop/unit as well as amount payable under the Maintenance & Other Agreements, etc. including sinking funds, security deposit etc. I/We agree that non-payment/delay in payment of any such amount gives full authority and power to the Company to cancel the Allotment and may allot the said property to anyone else or do as it deem fit.

I/we the aforesaid Applicants do hereby declare that my/our application for allotment is irrevocable and that the particulars given 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 shop(s) is allotted or is duly registered in my/or name(s), and understand that any failure on my/our part to do so will give the absolute right of rejection of application to the Company.

Please find enclosed herewith a sum of Rs. _____ Rupees _____
_____) in cash/cheque/draft no. _____
dated _____ drawn on _____
_____ being the booking amount.

If 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: _____

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

Father's/ Husband's name: _____

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

Shop/Unit no. _____; Floor _____; Super area _____ sft.;

Purpose/ Use: _____ (Dry or Wet)

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 AND CONDITIONS OF ALLOTMENT OF SHOP / UNIT

The following terms and conditions of allotment are indicative with a view to assist and make familiar the Allottee the financial terms, nature of title/ownership and other aspects of owning a part of the complex. The following terms and conditions are incorporated in the Shop Buyer Agreement, Maintenance Agreement, etc. in the Company format and the Allottee is required to sign them at appropriate time as and when be required by the Company.

- 1. TITLE:** That vide a letter dated 08.07.2004 the HUDA has allotted a free hold plot of land measuring 6375 sq.mts. being Plot No.1, City centre situated at Sector-12, Faridabad, Haryana on freehold basis in favour of the Company.
- The Company will be constructing a commercial building consisting of Office (s)/Shops /Space (s), Cinema, etc. by getting the building plan duly sanctioned by the HUDA. The said building alongwith facilities & common areas is hereinafter referred to as "Station 1 - Faridabad" or the "Complex".
- It is only after applicant sign and execute the Allotment Certificate & Agreement on the company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the company. If however, applicant fails to execute and return one copy duly signed of the Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the company then this application shall be treated as cancelled only at the sole discretion of the Company and the earnest money paid by Allottee shall stand forfeited.
- BASIC PRICE:** That the Allottee is required to pay the basic price as per the stipulated payment schedule. If Allottee fails to pay the Allotment Money in full or any amount due on the stipulated Due Dates, an interest @ 18% p.a. on the due amount will be charged from the Allottee. If the dues remain unpaid for a period of one month or more from the due date, 10% of the price of the Shop being the Earnest Money will be forfeited and the booking of the Shop shall stand automatically cancelled without any further notice to the Allottee and the Allottee shall cease to have any lien or right on the allotted shop.
- The basic price does not include the cost of interior finishing of the shop/unit like, electric wiring, electrical & sanitary fittings, fixtures, geysers, A.H.U./ F.C.U., fans, tube-lights, MCB, internal fire safety measures, interior work, flooring, glazing, etc. which shall be done by the Allottee at his own costs & expenses. The sale price also does not include the cost of interior work in the said Shop.
- The Company shall provide necessary basic amenities/facilities such as electric, power & water meter/sub-meter etc. to the Allottee & shall recover from the Allottee the cost of supply & installation of such equipment/facilities on the basis of standard electrical load, water requirement & A/C. load sanctioned to him. Any additional electric, water & A.C. load may be provided by the company at its absolute discretion on payment of such additional charges as may be determined by the company.
- If due to any subsequent Govt./ HUDA order/ directives any additional demand as to land compensation or any other demand/ claim /charge is made on the Company, the same would be payable by the Allottee on pro-rata basis as and when so demanded by the concerned Authority.
- CAR PARKING:** The Company shall have the absolute right to sell and/or assign the right to use or interest in the car parking in the said Project at its sole discretion to any person/s either in whole or in parts as per its separate Terms & Conditions formulated in this regard. Allotment/Lease of a shop/unit in the complex does not confer an automatic right to own/use parking places within the complex which will continue to remain the exclusive property of the Company.
- AREA CALCULATION:** The Allottee agrees that for the purpose of calculating the sale price in respect of the said Shop, the Super Area shall be the covered area; inclusive of the area under the periphery walls, area under columns and walls within the said Shop, half of the area of the wall common with other Shop adjoining the said Shop, cupboards, plumbing shafts adjoining the said Shop, balconies and terraces plus proportionate share of the areas utilized for common use and facilities.
- (a) Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the super area of the said Shop, it is repeated and specifically made clear to the Allottee that it is only the inside space in the said Shop, that has been agreed to be sold and the inclusion of the common areas in the computation of the super area does not give any interest therein as such to the Allottee, except as provided as per terms of this allotment
(b) Other than the built up / covered area of the shop, all common areas and surfaces including the atrium spaces, terraces, parking, external façade, corridors, internal wall surfaces etc. shall continue to remain the property of the Company.
- BUILDING PLAN & SPECIFICATION:** That the specifications shown to the Allottee are tentative and are kept at the Company's office at New Delhi and at Site and that the Company may make such variations, additions, alteration and modifications therein as it may, in its sole discretion, deem fit and proper. The allottee agrees to pay the cost difference due to such changes as demanded by the Company.
- Applicant is making this application with the full knowledge that the building plans for the building in which the shop / office applied for is located are not yet sanctioned by the competent authority. Applicant has instructed the Company that if for any reason including non-sanction of the building plans, the Company is not a position to finally allot shop / office applied for within a period of one year from the date hereof, applicant would like to have refund of the amount deposited without interest.

13. The Allottee has seen and accepted the plans, designs, specifications which are tentative and the Allottee authorizes the company to effect suitable and necessary alterations/modifications in the layout plan/building plans, designs and specifications as the company may deem fit or as directed by any competent authority (ies). The final super area of units will be intimated after final physical measurement after construction. In case of variation in actual super area vis-à-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/covered area or dimensions of the units. Similar measurements and calculations will be done for exclusive lawn and terrace areas also. However, in case of any alteration/modification resulting in $\pm 10\%$ change in the super area in shop / office or material change in the specifications of the building/shop / office any time prior to and upon the grant of occupation certificate, the company shall intimate to the Allottee in writing the changes thereof and the resultant change, if any, in the price of the office / unit to be paid by him/her and the Allottee agrees to inform the company in writing his/her consent or objections to the changes within thirty(30) days from the date of such notice failing which the Allottee shall be deemed to have given his full consent to all the alterations/modifications. If the Allottee writes to the company within thirty (30) days of intimation by the company indicating his non-consent/objections to such alterations/ modifications then the allotment shall be deemed to be cancelled and the company shall refund the entire money received from the Allottee without any interest or compensation
14. The allottee(s) has applied for allotment of a shop / office with full knowledge of all the laws/notifications and rules applicable to this area in general and this project in particular which have been explained by the company and understood by him/her.
15. The Company has made clear to the Allottee that it may be carrying out extensive developmental/construction activities for many years in future in the area falling outside the land beneath the said complex and also, within the complex and that the Allottee has confirmed that he/she not raise any objection or make any claims or default any payments as demanded by the company on account of inconvenience, if any, which may be suffered by him/her due to such developmental/construction activities or incidental / relating activities. The Allottee agrees that he will not raise objection to construction work in the rest of the complex.
16. In case a particular unit is omitted 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 responsible to refund only the actual amount received from the allottee till then 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. The allottee has specifically agreed that if due to any changes in the layout/building plan, the office / shop / unit becomes preferentially located, then the Allottee shall be liable and agrees to pay as demanded by the Company additional preferential location charges as applicable for such preferentially located units.
17. **POSSESSION:** That the possession of the said Shop is proposed to be delivered by the Company to the Allottee within two months from the date of final payment as per the installment plan subject to (a) force majeure conditions, (b) completion of construction and (c) payment of all the amounts due and payable by the Allottee upto the date of such possession including maintenance charges, security deposit, registration charges and other charges etc. to the Company.
18. The Allottee shall commence its commercial operations from the said shop only after the Company obtains the Completion Certificate in respect of the said Project. The Allottee may, however, carry out its interior work in the said shop after clearance of all the dues and by the permission of the company.
19. The Allottee shall take permissive possession of the said Shop upon the company dispatching written notice to the Allottee intimating that the said Shop is ready for possession. The Allottee shall be deemed to have taken possession / permissive possession on the expiry of the period mentioned in the notice and thereafter the said Shop shall remain at the risk and cost of the Allottee. The Allottee is liable to pay the maintenance & other charges from the date of deemed possession.
20. That upon the Allottee taking possession or receiving deemed possession of the said Shop, the Allottee shall have no claim against the Company in respect of any item or work in the said Shop or for any design, specifications, building materials used or for any other reason whatsoever and he shall be entitled to the use and occupy the said Shop without any interference but subject to the terms and conditions, stipulations contained herein.
21. That the Allottee shall from the date of offer of possession or from the date of receiving deemed possession maintain the said Shop at his own cost, in a good, tenantable and repaired condition and shall not do or suffer to be done anything in or to the said Project, or the said Shop or common passages etc. nor shall the Allottee change, alter or make additions in or to the said Shop or the building or any part thereof.
22. That prior to taking possession of the said shop the Allottee shall sign the maintenance agreement and other agreements etc. and shall abide by the terms and conditions thereof. The Allottee shall pay charges towards sinking fund, insurance, maintenance security and other charges etc. at the time of offer of possession.
23. **RESTRICTIVE USE OF THE SHOP:** That the Allottee shall use and occupy the said Shop solely as for the purpose as mentioned above.

24. That the Allottee is not entitled to cause any alteration or damage to the superstructure, ceiling, wall etc. nor shall undertake any internal modifications/ renovations/ decorations etc. without the prior written approval of the Company. The Company at its sole discretion may refuse such alteration to the superstructure which may, in the opinion of the Company/Maintenance Agency, affect the structural stability and/or otherwise affect or likely to affect the proper maintenance of the ultra modern ambience, decorum and prestige & standard of the entire complex as a whole. Such alterations if done, shall be remained at the risks and cost of the allottee and may, at the discretion of the Company, be adjusted in his security deposit.
25. That the Allottee shall not be entitled to install its personal/ individual generators and air-conditioners etc. inside and/or outside the said Shop and shall not sub-divide the said Shop.
26. That the Allottee 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.
27. **SIGNAGE:** That the Allottee shall not put up any name or signboard, neon sign, publicity, advertisement material, goods, merchandise, etc. on the external façade of the Project Station-1 or on common areas. The signage rights in the whole complex shall remain with the Company which shall be permitting usage/letting out of signage spaces as per its signage policy. The Allottee agrees to follow the signage policy vis-à-vis size, design, changes etc. of the display.
28. **LIMITED RIGHT ON COMMON AREA:** That the Allottee shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress in the manner the Company may provide at its absolute discretion from time to time.
29. **(a) MAINTENANCE:** The Allottee shall enter into a Maintenance Agreement with the Company or its nominated Maintenance Agency for the purpose of availing the Maintenance Services in the said Station 1 and shall pay maintenance & other charges etc. as per the terms of Maintenance Agreement etc. directly to the Company. The Company or its nominee shall maintain the "Station 1" retaining ownership over the common areas and amenities and will make available the same for the usage to the Allottee at a cost to be intimated by the Company.
- (b)** The Allottee shall have to pay monthly/recurring charges towards maintenance and upkeep of the complex and services therein. In addition, proportionate charges for special repairs, facility augmentation etc. will be payable as per the Maintenance Agreement which the Allottee undertakes to sign.
30. **PENALTY:** That the Allottee shall be liable to pay the maintenance, service & other charges etc. on pro-rata & monthly basis in respect of the said shop to the Company or its nominated Maintenance Agency for the maintenance and upkeep of the common areas and facilities in the said Station -1. In the event the Allottee fails to make payment of any of the maintenance/ amenities/ facilities/ utilities/ services related charges/ deposit/ fund etc payable in respect of the said Shop and the same remains in arrears, the Company and/or its nominated Maintenance Agency shall be entitled to cease to provide all the services, utilities and common facilities to the Allottee. In such as case, the Company will have no liability towards the result of non-upkeep of fire fighting, electrical equipment, and other common equipment, services and areas.
31. The Allottee shall observe, perform and comply with the provisions of Bye-laws, rules, regulations, guidelines etc. that the Company may frame from time to time in respect of Project Station- 1 and the Said Shop.
32. The Allottee agrees and undertakes to pay in proportion to its area, the House Tax, which may be levied on the land and/or on the building, during the period of constructions and thereafter on the Office (s)/Shop (s)/Space (s) allotted to him.
33. That the Allottee shall make all payments through Demand Draft / cheques drawn in favour of "Eideco Infrastructure and Properties Ltd." payable at New Delhi/Delhi only or as may be directed by the Company.
34. In case the Allottee is a Non-Resident Indians/ Foreign National of Indian origin the Allottee shall comply with the provisions of Foreign Exchange Maintenance Act, 1999, or all statutory enactment or amendments and /or applicable Rules / Regulations of Reserve Bank of India, which are made applicable from time to time in this regard.
35. **TRANSFER:** That the Allottee shall not transfer its right, title and interest in the said Shop to any prospective purchaser/transferee without taking prior consent of the Company. The company may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and charges as the company may impose and on payment of such transfer fee as may be prescribed by the Company. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. In the event of any imposition of executive instructions at any time after the date of this application to restrict nomination / transfer / assignment of the allotted office /shop by any authority, the Company will have to comply with the same and the Allottee has specifically noted the same.
36. That the company upon receipt of entire sale consideration shall execute Sale Deed / Transfer Deed / as may be applicable in respect of the said Shop in favour of the Allottee conveying the title of the said Shop/ Unit absolutely in favour of the Allottee. Any transfer charges, payable to the HUDA and all stamp duty and registration charges and any other incidental charges etc. shall be borne and paid by the Allottee.

37. That the Allottee may get the name(s) of his nominee substituted in his place only with the prior written consent and approval of the Company on payment of transfer charges as prescribed by the company.
38. The Allottee shall be bound by the Terms and Conditions of the letter dated 08/07/04 referred herein above and the Conveyance Deed, which would be executed by HUDA in favour of the Company.
39. **CANCELLATION OF THIS AGREEMENT:** Timely payment of sale consideration and all other charges as described in the schedule of payment is the essence of the contract of allotment. In case of breach or failure to execute the Maintenance Agreement and/or any other agreement, Company may at its sole discretion cancel the allotment and re-enter the Shop or may use it as it deem fit.
40. That the allottee shall not use or permitted to be used the said Office (s) /Shop (s)/ Space (s), which may cause impediment in the use of an occupation of the Office (s)/Shop (s)/Space (s) by others.
41. The Allottee neither shall store nor permit to store any combustible material and/or any material of obnoxious nature.
42. The Allottee undertakes to execute the sub lease deed within sixty (60) days from the date of company intimating in writing failing which the Allottee authorizes the company to cancel the allotment and forfeit the earnest money, delayed money interest etc. and refund the balance price paid by the allottee without any interest upon realization of money from resale / re-allotment to any other party.
43. The Allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the said office / shop / said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent authority (ies) become subject matter of any suit / writ before a competent court or due to force major conditions, the Company, after provisional and / or final allotment, is unable to deliver the Shop / office and/or right of usage for Parking Space(s) to the Allottee for his/her occupation and use, the Allottee agrees that the company if it decides in its sole discretion to refund then it shall be liable only to refund the amounts received from him/her without any interest or compensation whatsoever.
44. All or any disputes arising out or touching upon or in relation to the terms of this application and/or Allotment Certificate & Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. A sole arbitrator who shall be Company secretary of the Company shall hold the arbitration proceedings at an appropriate location in New Delhi. The Allottee hereby confirms that he/she shall have no objection to this appointment. The courts at Delhi alone and the High court at Delhi alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this application and/or Allotment Certificate & Agreement regardless of the place of execution of this application which is deemed to be at New Delhi.
45. **JURISDICTION:** Delhi Courts shall have exclusive jurisdiction to entertain any dispute arising out or in any way touching or concerning the Allotment.

I/We have read and have also been explained the above-mentioned terms and conditions and have clearly understood the same, thus agree to abide the same. I/We understand that the terms and conditions given above are of indicative of nature with a view to acquaint me/us with the terms and conditions to the comprehensively set out in the Shop Buyers Agreement, Maintenance Agreement, etc. I hereby agree and undertake to sign and execute the Shop Buyer Agreement, Maintenance Agreement and other agreement/s as per company format and when so required by the company.

Signature: Applicant/s: _____ /Co-applicant/s: _____

Place: _____ Date: _____