

**ELDECO**

**S AUBHA G YAM**

Vrindavan Yojna, Raibareilly Road, Lucknow \* ॐ ॐ ॐ \*

**Application Form**

To,

**Eldeco Housing & Industries Ltd.**

2nd Floor, Eldeco Corporate Chamber - I, (opp. Mandi Parishad),  
Vibhuti Khand, Gomti Nagar, Lucknow.

Space for  
Photograph

**Subject : Application for allotment of flat in Eldeco Saubhagyam situated at Vrindavan Yojna, Raibareilly Road, Lucknow.**

Dear Sir,

I/We hereby apply for the allotment of Flat as per details given below (hereinafter referred to as "Said Flat"), in your residential group housing project namely Eldeco Saubhagyam situated at Vrindavan Yojna, Raibareilly Road, Lucknow (herein & hereinafter defined as "Complex").

I/We request for allotment of a Said Flat in the project, as per terms and conditions of the offer for allotment of the same, and on payment of the basic price thereof in accordance with the (A) Installment Payment Plan (B) Time Linked Installment Plan. In the event of Eldeco Housing Industries Limited (herein after "Company") agreeing to allot Said Flat 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 & 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 Said Flat 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 reasons thereof. In case of rejection of application and /or withdrawal of offer, Company will only be liable to refund the application money without any interest/penalty/damages/costs etc.

I/We have clearly understood that this application does not constitute any offer of allotment or allotment or an Agreement to sell and I/We do not become entitled to the provisional and/or final allotment of the Said Flat not with standing the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. I/We are making this application with the full knowledge that the development work of project is under process. I/We irrevocably consent that if for any reason, including non-development, the Company is not in a position to finally allot Said Flat 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 Said Flat as well as amount payable under the Maintenance & Other Agreements 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 Said Flat to anyone else or do as it deem fit.

I/We have made this application for allotment of Said flat with full knowledge of and subject to all the Acts/laws/notifications and rules applicable to the Project in general and Said Flat in particular which have been explained by Company and understood by me/us.

I/We agree to pay further installments/payments as stipulated/demanded by the Company as per (A) Installment Payment Plan (B) Time Linked Installment Payment Plan, opted by me/us and as per the terms and conditions of allotment.

Applicant's Name (in capital letters).....Age.....years.  
 Father's/Husband's Name .....  
 Co-applicant's Name.....Age.....years.  
 Father's/Husband's Name.....  
 Name & Address of Guardian (in case of minor).....  
 .....  
 Address of the applicant.....  
 .....  
 Occupation.....Department.....Yearly Income.....  
 I.T. Pan No./GIRNO/For M60/.....Telephone No. (Office).....  
 (Resi.)..... Mobile..... E-mail ID.....

### Details of Flat Applied For

Flat No. .... Block ..... Floor..... Type of Flat.....  
 Accommodation ..... Super Area.....sq. mt./ .....sq. ft.  
 Terrace/Lawn Area .....Sq. mt. ....sq. ft. Built-up Area.....sq. mt./ .....sq. ft.  
 Premium Location (if any)..... Basic Cost Rs. ....  
 in words.....  
 Payment Plan ..... Parking option .....  
 I am enclosing herewith a sum of Rs. ....in Cash/Cheque/Draft No.....  
 dated.....drawn on **Eldeco Housing & Industries Ltd.** payable at Lucknow, as booking amount along  
 with Cash/Cheque/Draft No.....Dated..... as Service Tax.

### Payment Schedule

Booking Amount Rs. ....+ Service Tax Rs..... Paid on .....  
 Lumpsum Payment of Rs. ....+ Service Tax Rs. .... Payable on.....  
 Lumpsum Payment of Rs. ....+ Service Tax Rs. .... Payable on.....  
 .....Monthly/Quarterly installment with Service Tax Rs. .... Starting from .....  
 Possession Offer .....

### 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 Said Flat is allotted or is duly registered in my/or name(s), and understand that any failure on my/our part to do so will give the absolute right of rejection of application to the Company and forfeiture of the amount deposited by me/us.

### ACCEPTED BY ME

Signature of Applicant(s)

1 .....

Date .....

2 .....

Direct/Property Agent .....

File/Allotment No. ....

## TERMS & CONDITIONS

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 project the Flat. 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. BOOKING/ALLOTMENT

1. For allotment, the applicant has to submit his/her application on the prescribed form indicating the location, size/type of flat required. The application is to be accompanied with the booking amount as per the payment plan by A/c payee cheque or draft drawn in favour of "Eldeco Housing & Industries Ltd." payable at Lucknow.
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 Flat with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Colony and in particular, the terms and conditions of allotment of the flat 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 final allotment is entirely at the discretion of the Company and the company has the right to reject any application without assigning any reason thereof.

### B. DEFINITIONS

**"Basic Infrastructure Work"** shall mean the internal roads connecting to the public road, provision of Sewer line / Water supply line / Electricity line / Storm water drains outside the Said Flat.

**"Common Areas"** includes the corridors, Staircase, Lifts, Parking area internal roads, utility corridor, landscaping, greenery and green spaces to be provided by Company in the Project as per the sanctioned lay-out.

**"Chowkidari/Safe Keeping Charges"** means the charges towards guarding the Said Flat against encroachments/trespassing by the third party (ies), in case Allottee/s fails to take actual & physical possession of the Said Flat after expiry of 30 days from the date of offer of possession. It does not include guarding or safekeeping of fitments and materials used in the Said Flat's construction.

**"Project"** means a residential group housing being developed by the Company situated at Vrindavan Yojna, Raibareilly Road, Lucknow duly approved from U.P.Awas Evam Vikas Parishad, Lucknow.

**"Earnest Money"** means an amount equivalent to 20% of the Basic Price of the Said Flat.

**"Holding Charges"** means the administrative expenses of the Company to hold the Said Flat, if the Allottee/s fails to take actual & physical possession of the Said Flat after expiry of 30 days from the date of offer of possession.

**"Preferential Location"** means flats facing or abutting green areas or lower floors.

**"Person"** means any individual, Company, corporation, partnership, government or governmental authority or agency or any other legal entity.

Signature of Applicant (s) :

1. ....

2. ....

**C. PAYMENTS**

- 1. (a) Timely payments as indicated in the Payment Plan is the essence of the allotment. If any installment / payment as per the schedules is not paid when it becomes due, the Company will charge interest @ 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 will automatically stand cancelled without any prior intimation to the allottee/s and the allottee/s shall have no lien on the Said Flat, In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation. However, 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 Said Flat in case the Said Flat has not been allotted to some one else. In such a situation an alternate Flat, 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 earliest payment due. If after such adjustment there still remain some defaults of more that 3 months, it will be a fit case for cancellation of allotment.
- (c) The refund after deduction of Earnest Money shall be out of the sale proceeds from the re-allotment of the Said Flat. If, for any reason, the re-allotment or the collection of consideration out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay from the Allottee/s.
- 2. (a) For Flats at Preferential Location , Preferential Location Charges (herein "PLC"), as applicable, shall be payable by the Allottee/s.
- (b) The Allottee/s has specifically agreed that if due to any change in the lay-out plan, the Said Flat ceases to be in a Preferential Location, the Company shall be liable to refund only the amount of PLC paid by the Allottee without any interest, damages and/or compensation and such refund may be adjusted in the last installment as stated herein in the payment plan. If due to any change in the layout plan, the Said Flat becomes located at Preferential Location, then the Allottee/s shall be liable and agrees to pay as demanded by the Company additional PLC as applicable.
- 3. The Allottee/s understands & agrees that in case he/she/it/they, at any time, requests for cancellation of the allotment of Said Flat, 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 provided that the basic price of Said Flat (as applicable then), upon its re-allotment to any person (s), is received.If, for any reason, the re-allotment or the collection of consideration out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay from the Allottee/s.
- 4. In-case the Allottee/s wants to avail of a loan facility from his/her/their employer or financing bodies to facilitate the purchase of the Said Flat, the Company shall facilitate the process subject to the following:
  - a) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee/s only.
  - b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the Allottee/s. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Company, as per schedule, shall be ensured by the Allottee/s, failing which, the Allottee/s shall be governed by time 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 authorize the Company to cancel the allotment of the Said Flat and repay the amount received till that date after deduction of Earnest Money and interest on delayed payments directly to financing/institution agency on receipt of such request from financing agency without any reference to Allottee/s.

**D. CONSTRUCTION OF FLAT**

- 1. The completion of Said Flat will be subject to Force Majeure Conditions (defined hereinafter) and timely receipt of the entire cost & other payments as per the terms of allotment. 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.

Signature of Applicant (s) :

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2. In case the Said Flat is omitted due to change in the plan or the Company is unable to allot or hand over the same to the Allottee/s for any reason, whatsoever, beyond its control, the Company may offer an alternate Flat approximately of the same type/specification and in the event of non-acceptability by the Allottee/s or non-availability of alternate Flat, the Company may refund only the actual amount received from the Allottee/s till then and shall not be liable to pay any damages/compensation or interest to the Allottee/s, whatsoever. The Allottee/s irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Said Flat or alternate Flat.
3. The final super area of the Said Flat will be intimated after final physical measurement. Super area of the said flat may increase, even without any changes in the design/dimensions of the flat shown in sale brochure, due to technical reasons. 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 Said Flat 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 any other interest on amounts so calculated which shall become payable at the time of offer of possession. If the area variation is within 1% of the originally allotted area, nothing shall become payable by either party.  
 However, only in case of variation exceeding 10% of allotted super area, if Allottee/s shall have the option to get his/her/their allotment cancelled. This option will have to be exercised in writing within thirty (30) days of intimation by the Company indicating his/her/their non consent/objections to such variations. The terms of refund as mentioned in Clause B(3) under headings "Payments" will apply except forfeiture of Earnest Money.  
 The flats are being sold on a super area basis. Super Area means the built-up area of flat plus proportionate share in the common areas.
4. The built-up area of the Said Flat shall be measured from outer edge of the wall if the same is not common and from centre of the wall if the same is common with an adjacent Flat. Built-up-area will include 100% of balcony area.
5. The layout plan in respect of the project as shown in the sales literature may be revised at the discretion of the Company without any objection from the Allottee/s. The lay-out plan may be revised due to technical, regulatory or any other reasons, and if due to the said revision, the location, boundaries, super/built up area of the Said Flat 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 shown in the specification sheet are indicative only and that 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 Project/Said Flat or reasons of non availability. The proportionate cost of such changes will be borne by the Allottee/s and there shall be no objection or claim in this regard from the allottee/s.
7. Service Tax on construction/development of the Project/Said Flat will be separately and proportionately borne by the allottee/s over and above Basic Price.

**E. POSSESSION**

1. That upon the completion of construction of the Said Flat excluding the Final Finishing (defined herein below), Company shall issue a written offer of possession/Final Demand Notice (FDN) to the Allottee/s. Final Finishing means & includes painting (internal & external), polishing, fixing of CP fitting, fixtures, fixing of flooring, cleaning etc requiring about 60 days for its completion. It is understood & agreed by the Allottee/s that the Final Finishing of the Said Flat will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements envisaged herein.
- 2 (a) The possession of the Said Flat will be given after execution of Transfer/Sale Deed, subject to (a) Force Majeure Conditions, and, (b) Payment of all the amounts due and payable by the Allottee/s upto the date of such possession including Lump sum Deposit for Maintenance (defined hereinafter), LSMD (defined hereinafter), MRMC (defined hereinafter), & stamp duty and other charges etc. to the Company.
- (b) The Allottee/s has to make up- to- 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 Said Flat within 60 days of the written offer of possession or Final Demand Notice (herein "Said Period" ) from the Company failing

Signature of Applicant (s) :

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which the Said Flat will lie at the risk & cost of the Allottee/s. In other words, possession of the Said Flat shall become due on the date of expiry of the Said Period (herein "**Possession Due Date**"). The Allottee/s understands & agrees that the LSMD, MRMC (defined hereinafter), Holding charges, Chowkidari charges, other charges etc, as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession which ever is earlier, whether or not the Allottee/s takes possession of his/her/their Said Flat.

- (c) The Allottee/s understands & agrees that in the event of his/her/failure to take over the possession of the Said Flat beyond 6 (six) months from the Possession Due Date, then besides the levy of applicable Holding charges, Chowkidari charges, LSMD, MRMC, other charges etc. the Said Flat 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 Said Flat the Allottee/s shall not raise any dispute and/or make any claim, whatsoever, in respect of the Said Flat against the Company and shall be entitled to the use and occupy the Said Flat 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 Sale/Transfer Deed has been executed and registered in his/her/their favour.
4. The Allottee/s agrees and undertakes to sign the standard format of Possession document/s, Maintenance Agreements etc. as and when called upon to sign by the Company and shall abide by its terms and conditions. The Allottee/s shall pay charges towards insurance, LSMD, MRMC, stamp duty and other charges etc. at the time of offer of possession/FDN.
5. The possession date of the Said Flat 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 under various heads mentioned herein shall become due immediately.
6. The Allottee/s shall pay in respect of his/her/their Said Flat all charges payable to various departments or to the Company (as may be applicable) for obtaining service connections like electricity, telephone 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 similar charges in bulk to any public or private agency then it shall be liable to recover the same on pro rata basis from the Allottee/s.
7. If the Company provides infrastructure for Broad Band, telephone, cable TV etc. the Company is entitled to recover the cost on pro rata basis from the Allottee/s.
8. The construction of Said Flat is likely to be completed within the period as given in price list of commencement of construction of the particular Block in which the Said Flat is located with a grace period of 6 (six) months subject to the receipt of requisite building /revised building plans/ other approvals & permissions from the concerned authorities; Force Majeure Conditions ; 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 & also subject to timely payments by the Allottee/s in accordance with the terms herein contained. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over of possession on account of the aforesaid reasons.

## **F. MAINTENANCE**

1. On completion of construction work of Said Flat and/or offer of possession or Possession Due Date (defined hereinbefore )of Said Flat, whichever is earlier :-
  - (a) (i) On completion of the building/allotted unit possession due date, company shall give the offer of possession and shall intimate the amount to be deposited as Lump-sum Deposit (LSMD) for the maintenance and upkeep of infrastructure installation like lifts, water supply pumps, firefighting system etc., Maintenance of infrastructure installation means cost of AMC & repairing of break downs.
  - (ii) Maintenance of Infrastructure installation shall be done with the interest earned on LSMD, if interest earned on LSMD falls short to the actual expenses incurred, addition demand on prorata basis shall be raised by the Company or Associations as the case may be.
- (b) (i) Apart of LSMD a Monthly Recurring Maintenance Charges (MRMC) proportionate to the area of unit shall be charged for the running & maintenance of common services and spaces of the complex like running of lifts i.e. power consumption and cost of liftman, supply of drinking water i.e. electric bills of water pumps and cost of pump operator, lights in common areas (stairs, corridors, parking, parks etc.) i.e. electric bills and

Signature of Applicant (s) :

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replacement/ repairing of minor defects, cost of sweeper, gardener, security personnels, maintenance of sewerage system or any other facility of common nature.

- (ii) This Monthly Recurring Maintenance Charges (MRMC) shall be payable from the possession due date or offer of possession, which ever is earlier, irrespective of fact whether possession of the flat has been taken over or not. This shall be collected by post-dated monthly cheques for an initial period of 3 years at the time of possession & in no circumstances allottees shall stop payment of these P.D. cheques.
  - (iii) If incase actual prorata amount spent on MRMC exceeds to the amount collected through PDC, increased amount shall be billed on monthly basis either by the Company/Agency/Association as the case may be.
  - (c) It shall be incumbent on each allottee to join this association formed of with the support of company for the purpose of maintenance of the complex and to abide by the rules of the association.
  - (d) Allottees/occupants Association shall be formed with in 12 month from the day of first possession. Initial office bearers shall be nominated by the Company for a minimum tenure of one year, which shall be reckoned from the date of taking over of the maintenance of the complex by the association.
  - (e) It shall be incumbent on each allottee to join the association for the purpose of management and maintenance of the complex, at the time of possession of the flat.
  - (f) Company shall handover the responsibility of the maintenance of the complex along with the LSMD & balance PDC of MRMC (if any) with in a period of 2 years from the date of first possession or minimum 40% possession are being hand over, whichever is earlier and thereafter association shall maintain the complex and collect the additional amount (if any) from the allottees for the smooth running & maintenance of the complex.
  - (g) Common service and appurtenant land of the blocks only shall be transferred to the association. Spaces like unsold areas like parking, storage spaces 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, on any terms as the Company deems fit.
  - (h) In no case company shall maintain the Complex more than 24 months from the date of first possession.
  - (i) (i) A recreation club shall be constructed and allottees/residents of the complex, shall be patron member of the club for that Company shall charge Lump-sum Club membership fee from every allottee. Apart of club membership fee, Company shall be charging monthly subscription charges according to the monthly expenses incurred for the running of facilities provided within the Club.  
(ii) It shall be incumbent to all the allottee to become the members of the club & pay monthly subscription charges, irrespective of the fact whether he/she is availing the club facilities or not.  
(iii) Monthly subscription charges shall be payable from the possession due date or from the date of start of club facilities, whichever is later.  
(iv) The club shall remain the property of company/nominee & company shall offer membership of the club to outsiders also.
2. The Allottee/s upon offer of possession agrees to enter into a maintenance agreement with the Company or any association owners or any other nominee/agency/association(s) or other body as may be appointed / nominated by the Company (hereinafter referred to as 'the Maintenance Agency') from time to time for the maintenance and upkeep of the Colony. However, failure on the part of Allottee/s to enter into Maintenance Agreement for any reasons whatsoever, will not absolve him/her/them/it from their obligation to pay the Maintenance Charges and other related charges etc.
3. Commencing from the date notified by the Company for taking over possession of the Said Flat, as aforesaid, the Allottee/s agrees to pay to the Company or its Maintenance Agency, MRMC on the basis of size of the Said Flat. The Allottee/s understands & agrees that the MRMC may be enhanced by the Company or the Maintenance Agency from time to time. Incidence of any Taxes etc on LSMD & MRMC and outsourced services shall be on the Allottee/s.
4. The Allottee/s is liable to pay monthly/quarterly/yearly PDC to MRMC as intimated/demanded by the Company/ Maintenance Agency, irrespective of the fact whether the allottee/s is in occupation of the Said Flat or not, within a period of 7 days of demand. In case of delay in monthly/quarterly/yearly MRMC, interest @ 18%p.a. shall be charged for the period of delay. The Company/Maintenance Agency reserves the right to collect MRMC in advance as per its policy.
5. The Company/Maintenance Agency shall maintain the Colony till the maintenance is handed over to the Allottees Association or for a period as referred in Clause above (under this section) from the date of completion of the block in which Said Flat is located and/or Project, which ever is earlier and the Company is not bound to maintain the Block and/or Colony beyond such period, as aforesaid. It is only playing the role of maintenance facilitator till that period. If the Association fails to take over the maintenance within that period, Company is

Signature of Applicant (s) :

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authorized to cease the maintenance and return the Said Security net of default of Maintenance Charges, other dues etc. along with Applicable Interest and discontinue maintenance of the Block/Project. If association fails to accept the said return of Said Security within 15 days of written intimation to such effect, then the net of default Said Security shall lie with the Company without creating any liability to either provide maintenance or interest on the same. It is clarified that in the event maintenance is not handed over to the Association within the prescribed timeframe, it is made clear that the Company will retain Said Security and levy Maintenance Charges till it manages the maintenance of the Project/Block/Said Flat. It is clarified & understood by the Allottee/s that it will not be Company's obligation to handover the maintenance within the prescribed timeframe.

6. The Allottee/s will neither himself do nor permit anything to be done which damages common areas, adjoining Said Flat etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottee/s,. The Allottee/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Company may recover the expenditure incurred in rectification from the allottee's, Said LSMD along with liquidated damages equivalent to such amount incurred. In case Said LSMD 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 /Said LSMD, as applicable. The Allottee/s shall always keep the Company indemnified in this regard.
7. It shall be incumbent on each allottee to form and join a common Association comprising of the allottees for the purpose of management and maintenance of the Project .
8. The common lawns and other common areas in the Project 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.
9. 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.
10. The maintenance of Said Flat including walls and partitions, sewer, drains, 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.
11. The ownership of Club, swimming pool in the Project shall remain with the Company and same may be transferred to any Person(s) for its maintenance & operation thereof ("Said Person(s)"). It shall be incumbent on all the Allottee/s to become the member of Club and to pay one time membership fee as well as monthly subscription charges as may be determined by the Company/ Said Person(s) for smooth & proper running of Club facilities irrespective of the fact, whether (i) Allottee/s is using the Club or not (ii) Possession of the Said Flat has been taken over or not.

**G. TERMS OF U.P. AWAS EVAM VIKAS PARISHAD / OTHER COMPETENT AUTHORITY(IES)**

1. The Allottee/s shall pay to the Company on demand, such amount, which may be levied, charged or imposed now or in future or retrospectively, on account of any tax, duty, charges, cess fee, etc. of any nature whatsoever, by any local administration, State, Government, Central Government on the Project/Said Flat or any construction carried thereon by virtue of any notification or amendment in the existing laws including any increase in the External Development Charges (EDC), Infrastructure Development Charges (IDC), water charges, water & sewer connection charges or levy of any additional charges payable to U.P. Awas Evam Vikas Parishad/Other Competent Authority(ies) or any other taxation, on pro-rata basis.
2. The Company shall be responsible for providing Basic Infrastructure Work. However, external services like water supply network, sewer, storm water drains, roads, and electricity outside the Project to be connected to the internal services are to be provided by U.P. Awas Evam Vikas Parishad/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/U.P. Awas Evam Vikas Parishad/other Competent Authority (ies) in the Project are beyond the control of the Company and the Allottee/s agrees not to raise any claim or dispute against the Company in respect of the infrastructure facilities as aforesaid provided by the public agencies. The Company has made it clear to the Allottee/s that the Company shall not have any responsibility for the

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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 Project.

#### **H. SALE DEED/TRANSFER DEED**

1. The execution of Transfer/Sale Deed of Said Flat shall be subject to up to date payment of all the amounts due and payable by the Allottee/s/s including LSMD, MRMC & stamp duty and other charges etc. to the Company. The Allottee/s undertakes to execute and get registered the Transfer/Sale/ Conveyance deed in respect of the Said Flat within 30 days from the date of intimation by the company in writing, failing which, Allottee/s authorize the Company to cancel the allotment and forfeit the Earnest Money, delayed money interest, Holding charges, Chowkidari charges or any other due etc. and refund the balance amount to the Allottee/s without any interest upon realization of money from re-sale/re-allotment.
2. All charges, expenses, stamp duty, registration fee and incidental expenses etc. towards Transfer/Sale/ Conveyance Deed of the Said Flat, at the rate as may be applicable on the date of execution and registration of the Transfer/Sale/Conveyance Deed including documentation will be borne by the Allottee/s only. If the Company incurs any expenditure towards the registration of the Said Flat, the same will be reimbursed by the Allottee/s.
3. Prior to execution of Sale/Transfer 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 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 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) as may be prescribed by the Company. 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 allotment to restrict nomination / transfer / assignment of the allotted Said Flat by any authority, the Company will have to comply with the same and the Allottee/s has specifically noted the same. If the Allottee/s is either a firm or a Company it has also understood that the change in majority of proprietary interest in partnership firm/company will require prior approval of the company and shall be subject to applicable transfer charges. It is further clarified that any alteration and/or reconstitution and/or dissolution of the Allottee/s shall be construed as "Transfer" & shall be subject to such terms and conditions and administrative charges/processing fees/other charges as the Company may impose and on payment of such transfer fee(s) as may be prescribed by the Company.
4. For any subsequent transfer of the Said Flat by way of Sale or otherwise by the Allottee/s, after execution and registration of Sale Deed in his/her/their favour, the Allottee 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 Said Flat. 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 shall be 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 & conditions of 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 thereof.

#### **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

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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. 1. The project is being developed by M/s Eldeco Housing & Industries Ltd. in association with M/s Nimmi Buildtech & M/s RG Infracity (P) Ltd. on a land owned by their sister concern M/s Omni farms, allotted by U.P. Awas Evam Vikas Parishad, Lucknow under their Vrindavan Scheme situated at Raibareilly Road, Lucknow.
2. 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.
3. The Allottee/s shall make all payments through Demand Draft / cheque drawn in favour of "Eldeco Housing & Industries Ltd." payable at Lucknow or as may be directed by the Company.
4. The Allottee/s shall not use or allow to be used the Said Flat for any purpose other than residential or any activity that may cause nuisance to other allottee/s in the Project.
5. The allottee shall not be allowed to effect any change/alteration in the allotted flat which may or are likely to cause damage to the permanent structure in the complex, like beams, columns etc., The allottee is also debarred to make any layout/location change in toilets/kitchen plumbing Drg. and to the units of the other allottees in the complex. the allottee is also not to make any changes that may affect the facade of the building, like making major changes in the windows, tampering with external treatment, changing of wardrobe position etc. The allottee is also debarred from making encroachments on the common spaces in the building.
6. Land is allotted in the favour of our sister concerned "Omni Farms Private Limited". This project is being developed under "a joint venture of M/s Eldeco Housing Industries Limited and Omni Farms Pvt. Ltd". M/s ELDECO Housing & Industries Ltd., M/s NIMMI Buildtech Pvt. Ltd. and M/s RG InfraCity Pvt. Ltd. are the co-promoters of Omni Farms Pvt. Ltd.
7. The Allottee/s shall not cause nuisance to the other occupants in the adjoining areas and shall not obstruct/block the common areas, common amenities/facilities etc.
8. Upon the Allottee/s taking possession or after Possession Due Date of the Said Flat, the Allottee/s shall have no claim against the Company in respect of any item or work in the Said Flat 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 Said Flat for residential purposes without any interference but subject to the terms and conditions, contained herein.
9. The Allottee/s agrees and undertakes that he/she shall, on taking possession or Possession Due Date of the Said Flat, have no right to object to the Company constructing in a reasonable manner, adjoining the Said Flat. 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.
10. 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 Project and shall also be connecting /linking the amenities/facilities viz electricity, water, sanitary/drainage system etc of additional development /construction with the existing ones in the Project. The Allottee/s has confirmed that he/she/they shall not make any objection or make any claim or default any payment as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc as above said.
11. The Allottee/s shall get exclusive possession and title of the Said Flat along with allotted proportionate undivided share in land on which Said Block/Project is constructed herein through Sale/Transfer deed. The Allottee/s shall have no right, interest & title in the remaining part of the Project such as club, parking, park etc. except the right of usage of common passage/roads/common areas, as defined here in above, and carved out in the Project as per sanctioned lay out plan.

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- 11a. The Allottee/s agrees and understands that he/she/it/they shall not have any right in any commercial premises, shops, community centre etc, if any constructed in the Project. The Company shall be free to dispose of the same on such terms and condition, as it may deem fit and proper. The Allottee shall not have any right to interfere in the manner of booking/allotment/sale of such commercial premises, buildings, shops, community centre etc. to any person/s and also in their operation and management.
12. The Allottees/s agrees & understands to pay to the Company amounts as may be intimated by the Company towards Malba Charges, water charges, water & sewer connection charges, EDC, EEC, Administrative Expenses etc.
- 12a. 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 under these terms/under law, the Company shall have right to cancel the allotment of the "Said Project" and forfeit the Earnest Money. As a result of such cancellation, the refund (if any), subject to adjustment of dues under various heads as stipulated herein will be governed by the Company's policy.
13. Any alteration/s or addition in the terms and conditions herein without the prior consent/approval of the Company shall render the alteration/s or addition null and void for all purposes.
14. 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.
15. 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.
16. In case of any dispute between the co-allottee/s, the decision from the competent court shall be honored by the Company.
17. The Company's sale brochures/CD walk through, advertisement(s) and other sale document(s) are purely conceptual and not a legal offering. Further the Company reserves the right to add/delete/modify any such details/specifications.
18. 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), other sale document(s) and application form, then the terms contained herein will prevail.
19. The Allottee/s agrees & undertakes to pay the Stamp Duty and/or other incidental charges, if levied or imposed any local administration, State, Government, Central Government or any other lawful authority on Allotment Certificate & Agreement.
20. All or any disputes arising out or touching upon or in relation to the terms hereof 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 courts at Lucknow shall have the jurisdiction in all matters arising out of/touching and/or concerning there to regardless of the place of execution which is deemed to be at Lucknow.
21. That 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 Applicant (s) :

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# NOTES



# Premium Specifications

Location	Floor	Wall	Internal & External Door	Window	Ceiling	Other
Drawing Dinning & Bedroom	Vitrified Tiles	Tile skirting & OBD	Hard wood frame with flush doors in high gloss paint finish.	Anodized aluminum composite glazed windows with security grills and wire mesh shutter.	OBD & POP Cornices	Entrance Door-Hardwood frame with decorative flush door in high gloss paint finish.
Kitchen	Vitrified Tiles	2' high ceramic dado above counter & rest OBD	-do-	-do-	OBD	Green Marble or equivalent working top, S.S. Sink with drain board, CP fitting with provision of hot and cold water supply.
Toilets	Anti-skid Ceramic Tiles	7' high ceramic tiles & OBD	-do-	-do-	OBD	Wash basin, good quality C.P. Fittings, EWC/(IWC), mirror, towel rod soap dish.
Balconies/ Terraces	Anti-skid designer Ceramic Tiles	OBD/Exterior Cement Paint	—	—	OBD	—
Corridors/ Lobby	Kota/Marble in granite polish	OBD	—	—	OBD	Lift facia in attractive stone/tile cladding
Main and fire staircase	Kota/Marble step and riser	OBD	—	—	OBD	M.S. with polished/painted hand rail
Electrical	Copper Electrical wiring throughout in concealed conduit with light points, power points, T.V. and phone sockets with MCB. Moduler switches, without any fans & fixtures.					
<b>Door &amp; Window fitting</b> - Anodized aluminum door & window fittings.						
<b>Facade</b> - Permanent finish/Textured paint						
<b>Structure</b> - Earthquake resistant structure. Combination of RCC frame with brick filler wall.						



**Corporate Office** : 2nd Floor, Eldeco Corporate Chamber - I, (opp. Mandi Parishad), Vibhuti Khand, Gomti Nagar, Lucknow - 226 010.  
**Ph.:** 0522-4039999 **Fax** : 0522-4039900 **E-mail** : enquiry@eldecousing.co.in

**Regd. Office** : 201-212, Splendor Forum, 2nd Floor, Jasola District Center, New Delhi-110025  
**Ph.:** 011- 40655000 **Fax** : 011-40655111 **Website** : www.eldecogroup.com

In association with :



**RG InfraCity (P) Limited**