



# ELDECO Accolade

SECTOR 2, SOHNA, GURGAON



**Registered Office:** 201-212, 2nd Floor, Splendor Forum,  
Jasola District Center, New Delhi-110025. **Tel.:** +91-11-40655000/100.  
**Email:** [contact@eldecoproperties.com](mailto:contact@eldecoproperties.com) **Website:** [www.eldecogroup.com](http://www.eldecogroup.com)

Doc No.: For / MKTG / 334

Rev. No. 00

Date : 20.09.2014

To

**Eldeco Sohna Projects Limited**  
201-212, II Floor, Plot. No.-3, Splendor Forum,  
District Center, Jasola, New Delhi-11002

**Space for  
Photograph**

**SUBJECT: APPLICATION FOR ALLOTMENT OF A RESIDENTIAL UNIT IN "ELDECO ACCOLADE"  
SITUATED AT SECTOR-2, SOHNA, GURGAON, HARYANA.**

Dear Sir,

I/We acknowledge that Eldeco Sohna Projects Limited (herein "the Company") is the owner of a land admeasuring 13.21875 acres (herein 'Land'), situated at Sector – 2, Sohna, District Gurgaon, Haryana.

I/We understand and acknowledge that the Company is proposing to develop, in the planned and phased manner, a residential Group Housing Project namely "Eldeco Accolade" (herein 'Project') on the Land in terms of the license(s) granted by the Director General, Town & Country Planning, Haryana (herein "DGTCPP").

I/We understand and acknowledges that the Project comprises high rise apartments, commercial area etc.

I/We understand and acknowledges that I/We have seen the layout plan of the Project and the building plans of the building, where the Unit will be located, approved by DGTCPP.

I/We understand and acknowledges that the Company may convert itself into a Limited Liability Partnership (herein "LLP") subject to the applicable provisions of law and subsequently the Project would be executed by such LLP, to which I/We hereby gives my/our consent.

I/We hereby apply for the allotment of a residential Unit, as per details given below (herein "Unit"), in the Project, as per the terms and conditions of the offer for allotment of the same, according to the (A) Construction Linked Payment Plan / (B) Down Payment Plan. In the event of the Company agreeing to allot 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 am/are fully aware and agree that the allotment of the 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, the Company shall only be liable to refund the application money without any interest/ penalty/ damages/ costs etc.

I/We have clearly understood that this application does not constitute Allotment or Agreement to sell and I/We do not become entitled to the provisional and/or final allotment of the 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, the Company is not in a position to finally allot the 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 and abide by the terms and conditions stipulated therein. I/We, in the meantime have studied and signed the indicative Terms and Conditions of the Allotment mentioned this application form, and agree to abide by the same.

I/We further accept and confirm that the Allotment is subject to timely payment of installments and other charges as per the payment schedule in respect of the Unit as well as amount payable under the Maintenance & Other Agreements. I/We agree that non-payment/delay in payment of any such amount gives full authority and power to the Company to terminate the Allotment and forfeit the Booking Amount/ Earnest Money, for which I/We shall raise no objection of any kind and the Company may allot the 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 and rules applicable to this Project 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 have perused the price list and agrees to pay the installments / payments as stipulated / demanded by the Company as per (A) Construction Linked Payment Plan (B) Down Payment Plan, opted by me/us.

**MY / OUR PARTICULARS ARE AS BELOW:**

Applicant's name: \_\_\_\_\_

Father's/Husband's/Director/Partner/Authorised Signatory name: \_\_\_\_\_

Co-applicant's Name: \_\_\_\_\_

Father's/Husband's/Director/Partner/Authorised Signatory name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Tel.:(R) \_\_\_\_\_ (O) \_\_\_\_\_ Mobile: \_\_\_\_\_ email: \_\_\_\_\_

Office address: \_\_\_\_\_

Permanent address: \_\_\_\_\_

Name/address of Guardian (in case of minor): \_\_\_\_\_

Relationship with Minor: \_\_\_\_\_

Income Tax PAN No/GIR No/Form 60. :

First applicant: \_\_\_\_\_

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

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

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

**UNIT DETAILS**

Unit No. \_\_\_\_\_ Floor \_\_\_\_\_ Type \_\_\_\_\_ Block \_\_\_\_\_

Super Area \_\_\_\_\_ sq ft. ( \_\_\_\_\_ sq mtrs.); Side Terrace \_\_\_\_\_ sq ft. ( \_\_\_\_\_ sq mtrs.)

Roof Terrace \_\_\_\_\_ sq ft. ( \_\_\_\_\_ sq mtrs.); Private Lawn \_\_\_\_\_ sq ft. ( \_\_\_\_\_ sq mtrs.)

Basic Price: Rs. \_\_\_\_\_ (Rupees) \_\_\_\_\_

Preferential Location Charges (PLC)Rs. \_\_\_\_\_

Service Tax on Basic Price: Rs. \_\_\_\_\_

Service Tax on PLC: Rs. \_\_\_\_\_

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

Signature: Applicant : \_\_\_\_\_ Co-applicant : \_\_\_\_\_

Signature of Guardian (in case of minor) : \_\_\_\_\_

#### DECLARATION:

I/We the aforesaid Applicant/s do hereby declare that my/our application for allotment is irrevocable and that the particulars given above are true and correct and nothing has been concealed therefrom. In case of any false or misleading information provided by me/us, the Company shall be entitled to reject the application/terminate the allotment and forfeit the amount deposited by me/us. 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/our name(s), and understand that any failure on my/our part to do so shall give the absolute right of rejection of application to the Company and forfeiture of the amount deposited by me/us.

(Signature of the 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. In case the cheque comprising booking amount is dishonoured due to any reason, the Company reserves the right to cancel the booking without giving any notice to the Applicant/s.
6. Person signing the application on behalf of other person/ firm/ body corporate shall file his/ her authorization / Notarized copy of Power of Attorney/ Certified copy of Board Resolution.

(Signature of the Co Applicant)

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

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

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

#### FOR OFFICE USE ONLY

Mode of booking: Direct / Agent \_\_\_\_\_

Location booked: \_\_\_\_\_ Date of booking : \_\_\_\_\_

Dealing executive: \_\_\_\_\_ Checked / verified by : \_\_\_\_\_

#### PROCEDURE & INDICATIVE TERMS AND CONDITIONS OF ALLOTMENT

The following terms and conditions of allotment are indicative with a view to assist and make familiar to the Applicant/s the financial terms, nature of title/ownership and other aspects of the Project. The following indicative terms and conditions will be incorporated in the Allotment Certificate & Agreement, Maintenance Agreement etc and the Applicant/s is/are required to sign them at appropriate time as and when required by the Company.

#### DEFINITIONS

In this Application, unless repugnant or contrary to the context hereof, the following terms, when capitalized shall have the meaning assigned herein when used in this Application. When not capitalized, such words shall be attributed their ordinary meaning.

“**Apartment Act**” means the Haryana Apartment Ownership Act, 1983 and the Rules and/ or any other statutory enactment or modification thereof.

“**Applicant**” means the person who has signed this Application Form.

“**Common Areas**” means corridor, passage, shafts, lobbies, stairs, munties, lifts/lift walls, other common walls, roads & paths, driver’s/common toilet/s, security room, other room/s for maintenance staff, service ledges, service areas including but not limited to lift machine room, pump room, electric sub-station, maintenance offices/stores, fire control rooms, generator room, garbage room, fire escapes and staircases, common circulation areas and ramps in basement excluding the parking bays, common staircases, water tanks, gas bank, entrance and exits of building, boundary wall, common greenery and green spaces, common sports areas, club building etc. Parking spaces, private stores, private greens attached to ground floor units, terraces allotted for private use, commercial spaces and nursery schools within the Project premises are specifically excluded from the definition of Common Areas.

“**Common Facilities**” include the main gate, street lighting, security system, sewer system, water supply system, drainage system and any other system for common usage of all Allottee/s of the Project.

“**DGTCP**” means the Director General, Town & Country Planning, Haryana at Chandigarh.

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

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

“**Limited Common Areas and Facilities**” means the reserved open / covered car parking spaces in the Project and such common areas and facilities in the Project which are required under the Apartment Act, other relevant Applicable Laws or Approvals and identified by the Company to be meant for use, enjoyment and access of certain Allottee/s in the Project to the exclusion of other Allottee/s, as may be specifically provided for in the Declaration to be filed by the Company.

“**Land**” means the land admeasuring 13.21875 acres situated at revenue state of village Sohna, Sector – 2, Sohna, District Gurgaon, Haryana owned by the Company vide sale deeds registered vide registration nos. 4210, 4211 and 4212 respectively all dated 5th December, 2013.

“**Project**” means the Group Housing Project namely, “**Eldeco Accolade**” to be developed by the Company on the Land comprising high rise apartments, commercial area, nursery school, club and any other building as may be approved by the competent authorities.

“**Person**” means any individual, company, corporation, partnership, Government or Governmental authority or agency or any other legal entity.

“**Preferential Location Charges**” means charges for the preferential location attributes of the Unit such as facing or abutting green areas/wide road/club/swimming pool and any other location as may be specified/designated as Preferential Location by the Company.

“**Safeguarding Charges**” means the charges incurred to guard 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 of period mentioned in the offer of possession. It does not include guarding or safekeeping of fitments provided and material used in the Unit.

“Competent authority” shall mean any Central or State judicial, quasi judicial or Government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Land and/or the Project.

#### A. ALLOTMENT

1. The allotment of the Unit will be on the basis of Application Form, wherein, applicant/s has/have indicated the location, size & type of the 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 Sohna Projects Limited" payable at New Delhi.
2. In case of application made under Power of Attorney (POA) or by limited companies, bodies corporate, trusts, etc., a certified copy of the POA and/or Board Resolution / the relevant authority letter, as the case may be, and a certified copy of the Memorandum and Articles of Association and/or bye-laws, where applicable must be lodged separately.
3. It is only after applicant/s signs and executes the Allotment Certificate & Agreement agreeing to abide by the terms and conditions laid down therein, the allotment shall become final and binding upon the Company. If however, applicant fails to execute and return the Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the Company, due to any reasons whatsoever then Allotment shall automatically be treated as cancelled and the Booking Amount/Earnest Money paid by applicant/s shall stand forfeited.
4. The Applicant/s has/have applied for the Unit with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and in particular the terms and conditions of allotment of the Unit by the Company and has clearly understood his/her/their rights, duties, responsibilities, obligations in respect thereof.
5. The Applicant/s acknowledges that the Company has provided all the information, documents and clarifications as required by the Applicant/s and that the Applicant/s is/are fully satisfied in all respects with regard to the rights, title and interest of the Company in the Land on which the Project is being developed, and have understood all limitations and obligations of the Company in relation thereto. The Applicant/s has relied on his/her/their own judgment and investigation in deciding to apply for allotment of the Unit and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company. No oral or written representations or statements shall be considered to be a part of this Application Form and this Application Form is self contained and complete in itself in all respects.
6. The Company's sale brochures/ CD Walk Through/ Advertisement(s) and other sale document(s) are purely conceptual and are not a legal offering. Further the Company reserves the right to add/ delete/modify any such details/ specifications etc.

#### B. PAYMENTS

1. (a) The Applicant/s agrees that the timely payments as indicated in the Payment Plan is/are the essence of the allotment. If any installment / payment as demanded by the Company and/or as per schedule is not paid when it becomes due, then the Applicant/s shall be liable to pay interest @18% p.a. on the delayed payment for the period of delay. However, if the same remains in arrears for more than three consecutive months, then the allotment shall automatically stand cancelled without any prior intimation to the Applicant/s and the Applicant/s shall be left with no lien/right/interest on the Unit in any manner whatsoever. In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation. However, in exceptional and genuine circumstances the Company may, at its own discretion, condone the delay in payment exceeding three months by charging interest @ 18% p.a. along with the restoration charges as per Company policy and restore the allotment of the Unit, in case it has not been allotted to someone else. In such a situation an alternate residential Unit/property, if available, may be offered in lieu of the same.
- (b) The Applicant/s agrees that in default case, if part payment is received from him/her/them, such payment shall be first adjusted against the interest on delayed payments till date and then sequentially against the payment due. If after such adjustment there still remain some defaults of more than 3 months, it shall be a fit case for cancellation of allotment.
- (c) The Applicant/s agrees that the refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments, if any, shall be made only out of the sale proceeds, when realized from the re-allotment of the Unit. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Applicant/s shall be accordingly delayed without any claim towards interest for such delay.
- (d) The Applicant/s agrees that the payment shall be considered received when it actually gets credited to the Bank Account of the Company. Further, the Company is not obliged to inform the Applicant/s in case of dishonour of his/her/their cheque. The Applicant/s shall be responsible for the delay caused due to such reasons.
2. (a) The Applicant/s agrees that the Unit/s located at the Preferential Location, Preferential Location Charges (herein "PLC"), as applicable, shall be payable by him/her/them.
- (b) The Applicant/s has specifically agreed that if due to any change the Unit ceases to be in a Preferential Location, the Company shall be liable to refund only the amount of PLC paid by the Applicant/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 the Unit becomes located at Preferential Location, then the Applicant/s shall pay additional PLC as applicable, as may be demanded by the Company.
3. The Applicant/s understands & agrees that in case he/she/it/they, at any time, requests for cancellation of the allotment of the Unit, the Company shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed by Applicant/s that any such cancellation shall be subject to forfeiture of the Earnest Money and the balance, if any, be refunded without any interest, claims etc after adjustment of interest accrued on the delayed payments (if any), provided that the basic price of the 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 Applicant/s shall be accordingly delayed without any claim towards interest for such delay.
4. The Applicant/s agrees that in case he/she/they 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 employer/financial institution/agency shall exclusively be binding and applicable upon the Applicant/s alone.
  - (b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule shall rest exclusively on the Applicant/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 Applicant/s, failing which, the Applicant/s shall be governed by the provisions contained in Clause 1 as above.
  - (c) In case of default in repayment of dues of the employer/financial institution/agency by Applicant/s, the Company may cancel the allotment of the Unit (the Applicant/s hereby authorises the Company for this purpose) and repay the amount received till that date after deduction of Earnest Money, adjustment of interest on delayed payments and adjustment of other dues under various heads as stipulated herein, directly to employer/financing institution / agency on receipt of such request from financing agency without any reference to Applicant/s. Upon such cancellation, the Applicant/s shall have no right, interest or lien in the Unit. The refund to the employer/financing institution / agency and the Applicant/s (after deduction/adjustment amounts as aforesaid) shall be governed by the provisions provided in Clause 1 above.
  - (d) The Company shall issue NOC to mortgage in favour of employer/financial institutions/agency based on the Applicant/s request subject to update payments of all dues.

#### C. CONSTRUCTION/COMPLETION OF UNIT

1. The Applicant/s understands and agrees that the construction of the Unit is likely to be completed within a period of ..... months from the date of Allotment of the Unit with a grace period of 6 (six) months subject to the receipt of Environment Clearance and other requisite approvals & permissions from the concerned authorities, Force Majeure Conditions (defined hereinafter) and subject to fulfillment of the terms and conditions of the allotment/Allotment Certificate & Agreement including but not limited to timely payments by the Applicant/s, in terms hereof. The Company shall be entitled to extension of time for completion of construction of the Unit equivalent to the period of delay caused on account of the reasons stated above. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over possession of the Unit on account of the aforesaid reasons. However, if the Applicant/s opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected. The Applicant/s understands and agrees that the construction will commence only after all necessary approvals are received from the concerned authorities including Ministry of Environment & Forest/State Environment Impact Assessment Authority (SEIAA). The Applicant acknowledges that the Company has filed an application for obtaining environment clearance from the competent authorities and the approval is awaited.
2. The Applicant/s understands and agrees that subject to the terms and conditions of the allotment/Allotment Certificate & Agreement, in case of any delay (except for Force Majeure defined hereinafter and conditions as mentioned in clause C1) by the Company in completion of construction of the Unit and consequently there is delay in offer of possession of the Unit, the Company shall pay compensation @ Rs. 5/- (Five) per sq. ft of the Super area of the Unit per month or any part thereof only to the first named Applicant and not to anyone else till the date of FDN provided the Applicant/s is not in default/breach of the terms and conditions of allotment/Allotment Certificate & Agreement. The Applicant/s agrees and confirms that the compensation herein is mutually negotiated and is a just and equitable estimate of the damages which the Applicant/s may suffer and the Applicant/s agrees that it shall have no other right, claims whatsoever. The adjustment of such compensation shall be done only at the time of execution of sub lease deed of the Unit, to the Applicant/s first named.
3. The Applicant/s understands and agrees that in case the Company is unable to transfer/ handover the Unit to the Applicant/s for any reason, whatsoever, beyond its control including Force Majeure Conditions (defined hereinafter) then the Company may offer an alternate Unit and in the event of non-acceptability by the Applicant/s or non-availability of alternate Unit, the Company will refund only the actual amount received from the Applicant/s till then (within the timeframe as may be mutually agreed) consequently the Applicant/s shall have no right, title, interest or claim of any nature, whatsoever, in respect of the Unit/s and in the Project. In such case the Company shall not be liable to pay any damages/compensation or interest to the Applicant/s, whatsoever. The Applicant/s irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Unit or alternate Unit.
4. The final Super area of the Unit will be intimated after final physical measurement. In case of variation in actual super area vis-à-vis allotted super area, the Company will ensure necessary adjustments in the basic price, pro rata. If the Super area of the Unit varies upto 10%, then rate prevailing at the time of allotment of Unit shall be applicable and in case final super area varies beyond 10% then the current rate shall be applicable on the variation. On reduction in the Super area excess amount received shall be adjusted/refundable without interest. In case of area variation beyond 10% of the allotted area, the Applicant/s agrees to deliver to the Company objections to the variation within fifteen (15) days from the date of intimation by the Company. In case the Applicant/s does not send his/her/their objections within the stipulated period then the Applicant/s shall be deemed to have given unconditional consent to all such alterations/modifications and for payments, if any, to be paid in consequence thereof. If the Applicant/s objects in writing indicating his/her/their objections to such variation then in such case alone the Allotment Agreement shall be cancelled without further notice and the Company shall refund the entire money received from the Applicant/s without interest. Upon cancellation of the Allotment, the Company shall stand discharged from all its obligations and liabilities under the Allotment Agreement and the Applicant/s shall have no right, interest or claim of any nature

whatsoever on the Unit. The terms of refund as mentioned in Clause B (3) under headings "Payments" shall apply except forfeiture of Earnest Money.

5. The Applicant/s understands and agrees that 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 with an adjacent Unit. 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, 50% of all projections and 150% of double height area.
6. (a) The Applicant/s acknowledges that the lay out plan, building plan, drawings and dimension may be revised due to technical/regulatory/architectural/structural reasons without any objection from the Applicant/s. If due to said revision the location /super area of the Unit is changed, the Company shall be liable only for cost adjustments arising out of Super Area variations as above mentioned and PLC adjustments.
- (b) The Applicant/s acknowledges that the Project is under construction and as such the Company shall be entitled to make any variations, alterations, amendments or deletions in the facilities, open spaces, recreation areas or any other areas and /or relocate/realign service and utility connections and lines, as the Company may deem fit in the interest of the Project or if the same is required by the concerned authority.
- (c) The specifications as mentioned in the specification sheet are tentative. 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 technical reasons / popular demand / non availability of material etc. or for the overall betterment of the Project/Unit, without any objection from the Applicant/s. The proportionate cost of such changes shall be borne by the Applicant/s.
7. The Applicant/s acknowledges that any variation in the cost of materials/labour/s etc. from the date of booking till the date of offer of possession, calculated on the basis of CPWD plinth area cost index at Delhi, shall be borne by the Applicant/s on pro-rata basis. It is clarified that the construction cost of the Unit is Rs. 2000/- per sq. ft. of the super area of the Unit and the methodology for calculating the variation in the construction cost shall be as under:  
Base Construction Cost (BCC) = (2000 X Super Area of the Unit)  
Escalated Construction Cost (ECC) = BCC X (CPWD index in the month of offer of possession/ CPWD index in the month of Booking)  
Escalation to be reimbursed to the Company = ECC – BCC X 50%

In case CPWD index for a particular month is not available, then the same shall be calculated by interpolating the indices for the nearest months before and after for which such data is available. If for any reason CPWD data is absent in toto, other such indices of the Central Government may be relied upon.

The Applicant/s agrees and understands that any default in payment of the escalation charges shall be deemed to be a breach under the terms and conditions of allotment.

8. The Applicant/s understands and agrees to pay separately and proportionately the service tax on Unit and/or on construction/development cost of the Unit over and above the Basic Price.
9. The Company within the agreed consideration shall complete structure, 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 shall be provided in the Unit.
10. The Applicant/s agrees to make extra payment on proportionate basis towards the following :
  - i) Expenditure in obtaining clearance from Fire Office and provision of Fire Fighting System/Equipment as per statutory requirements.
  - ii) Expenditure on the provision of telephone system, security system, piped gas system, intercom system or any other common facility/service, if provided by the Company.
  - iii) Cost of common generator lines or any other power back-up system, if provided within the Unit, 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 Applicant/s over and above the general maintenance charges.
  - iv) Cost of External Electrification of the Project, which includes proportionate cost of sub station, cost of deposits/charges paid to the authorities, cost of external supply cables, cost of transformer, cost of main electrical panel, cost of power back up for common services, cost of cables up to the Unit distribution box and cost of stand-by generator for running the lifts/tube well/water pump.
11. The Applicant/s agrees and understands that the facilities viz. club, nursery school, commercial premises etc. will be developed/provided in phases and the completion of construction/provision of all these facilities may go as long as the completion of the entire Project depending on the market conditions and therefore some/all these facilities may not be available at the time of handing over possession of the Unit as such the same shall not be deemed to be non completion on part of the Company and the Applicant/s agrees not to raise any claim, dispute etc. in this regard.
12. The Applicant/s agrees that the Company's responsibility to rectify any construction defect in the Unit is restricted only for period of one year from the possession due date of the Unit. However, no compensation shall be payable by the Company for the losses, if any, incurred by the Applicant/s due to such defects.  
Provided further that if any defect is found to have been caused due to negligence of the Applicant/s or his/her/their agent/s or due to Force Majeure Conditions (as defined hereinafter), then the Company shall not be liable for the same.
13. The Applicant/s agrees that the permissible Floor Area Ratio (FAR) if unutilized and additional/transferable FAR if permitted by the concerned authorities for the Project then the same shall exclusively belong to the Company. The Company shall have the sole discretion and right to utilize the unutilized/additional/transferable FAR, including but not limited to constructing additional floor/buildings in the Project as per the approvals granted by the Governmental Authorities. The Applicant/s further agrees and confirms that such additional construction by use of unutilized/additional/transferable FAR, shall be the sole property of the Company, which the Company shall be entitled to sell/transfer in any manner it chooses without any interference from the Applicant/s. The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Project. The Applicant/s acknowledges that he/she/they has/have not made any payment to the Company towards the unutilized/additional/transferable FAR and further shall have no objection to any of such construction activities if carried out by the Company in the Project.

## D. POSSESSION

1. The Applicant/s agrees that upon the completion of construction of the Unit excluding the Final Finishing (defined herein below), the Company shall issue a written Offer of Possession/Final Demand Notice (herein "FDN") to him/her/they. The Final Finishing means and includes painting (internal), final polishing of flooring in common areas, fixing of CP fitting, fixtures, fixing of flooring, polishing of wooden items, cleaning etc requiring about 60 days for its completion. It is understood & agreed by the Applicant/s that the Final Finishing of the Unit shall be subject to the full settlement of accounts and completion of all other procedural and documentary requirements as envisaged herein.
2. (a) The Applicant/s agrees that the possession of the Unit shall be given after execution of Transfer/Conveyance Deed, subject to (i) Force Majeure Conditions (as defined hereinafter), (ii) payment of all the amounts due and payable by him/her/they up to the date of such possession including maintenance charges, IFMS (defined hereinafter) & stamp duty and other charges etc. to the Company and (iii) Non-Violation of any other terms of allotment/Allotment Certificate & Agreement.
- (b) The Applicant/s has to make up to date payment of all dues within 30 days of FDN. Further, the Applicant/s has to take possession of the Unit within 60 days of the FDN (herein "Said Period") from the Company, failing which the Unit shall lie at the risk & cost of the Applicant/s. In other words, possession of the Unit shall become due on the date of expiry of the said 60 days Period (herein "Possession Due Date"). The Applicant/s understands & agrees that the Maintenance charges (defined hereinafter), fixed electricity/power backup/water 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 Applicant/s takes over possession of his/her/their Unit.
- (c) The Applicant/s understands & agrees that in the event of his/her/their 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 Applicant/s on "as is where is" basis. The Company shall be under no obligation, after expiry of the Said Period, to complete final finishing and parts thereof. It may at its sole discretion give cost credit to the Applicant/s for those components of final finishing not undertaken. Further, in such cases of delayed possession, the Company's responsibility for item like electrical fitting, door & window fitting, finishing item etc shall be deemed to have been lapsed on account of non-maintenance consequent to delayed possession by the Applicant. The Applicant/s further agrees not to raise any claim, dispute etc in this regard at any time whatsoever.
3. The Applicant/s agrees that in case of his/her/their failure to take possession of the Unit after Possession Due Date then he/she/they shall be liable to pay Holding Charges @ Rs.5/- per sqft. per month and Safeguarding Charges @ Rs.2.50/-per sqft. per month respectively of the Super Area of the Unit till the date of actual possession of the Unit.
4. The Applicant/s agrees that upon taking over the possession of the Unit he/she/they shall be entitled to use and occupy the Unit for residential purposes. The Applicant further agrees not to cause nuisance or annoyance to other unit owners or residents of the Project; or to do any activity, which is commercial or illegal or immoral; or to do or cause anything to be done in or around the Unit which tends to cause interference to any adjacent unit or in any manner interference with the use of roads or amenities available for common use. The Applicant/s shall indemnify the Company against any action, damages or loss due to misuse for which the Applicant/s/ occupant shall be solely responsible.
5. The Applicant/s agrees and undertakes to sign and execute the Possession document/s of the Company including Maintenance Agreement as and when called upon to sign by the Company and shall abide by its terms and conditions. The Applicant/s shall pay charges towards IFMS, stamp duty and other charges etc. at the time of FDN.
6. The Applicant/s agrees that the possession date of the Unit as agreed upon is only indicative and the Company may offer possession before that date. In case of early possession, the balance installment/s and other charges mentioned herein shall immediately become due.
7. The Applicant/s agrees that if the Company provides infrastructure for Broad Band, telephone, cable TV etc. or any other value addition, then the Company shall be entitled to recover the cost on pro rata basis from the Applicant/s.

## E. MAINTENANCE

1. The Applicant/s agrees that on issuance of offer of possession/FDN (defined hereinbefore) of the Unit, whichever is earlier, an Interest-Free Maintenance Security (herein "IFMS") towards the maintenance and upkeep of the Project shall be payable by the Applicant/s. The amount to be deposited as IFMS will be intimated to the Applicant/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 Applicant/s takes possession of the Unit.

2. The Applicant/s agrees that upon offer of possession he/she/they agrees to enter into a Maintenance Agreement with the Company or association / body of Applicant/s or any other nominee/agency/association/s as may be appointed / nominated by the Company (herein **"the Maintenance Agency"**) for the maintenance and upkeep of Common Areas, Common Facilities (excluding internal maintenance of the Unit) in the Project and pay charges for the same based on the size of the Unit (herein **"Maintenance Charges"**). However, failure on the part of Applicant/s to enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/they from their obligation to pay the Maintenance Charges and other related charges.
3. The Applicant/s agrees that commencing from the date notified by the Company for taking over possession of the Unit he/she/they shall pay to the Company or Maintenance Agency, Maintenance Charges towards the upkeep of Common Areas and Common Facilities (excluding internal maintenance of the Unit). The Applicant/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 Applicant/s.
4. The Applicant/s agrees to pay monthly/quarterly/yearly maintenance charges as intimated/demanded by the Company/ Maintenance Agency, irrespective of the fact, whether the Applicant/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 the Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.
5. The Applicant/s agrees that in case of his/her/their failure to pay the Maintenance Charges on or before the due date then the Company/Maintenance Agency is entitled to deny him/her/their maintenance services and the Company/Maintenance Agency shall also be entitled to effect disconnection of services to defaulting Applicant/s that may include disconnection of water/sewer, power, power backup etc. and debarment from usage of any or all Common Facilities within the Project. Further, non-payment of Maintenance Charges shall constitute a breach of the terms contained herein by the Applicant/s.
6. The Applicant/s agrees that the Company / Maintenance Agency will maintain the Project till the maintenance is handed over to the Applicant/s 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 Project beyond a period of one year from the date of offer of possession, as aforesaid. The Company is only playing the role of maintenance facilitator till that period. The Applicant/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 Applicant/s Association fails to take over the maintenance within that period, the Company is authorized to cease the maintenance and return the IFMS after deducting any default of Maintenance Charges etc along with interest accrued thereon & other charges/deposits borne by the Company with respect to the Unit to the Applicant/s and discontinue maintenance of the Project. If the Applicant/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 Project 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 Applicant/s Association.
7. The Applicant/s agrees that he/she/they will neither himself/herself/themselves do nor permit anything to be done which damages Common Areas, Common Facilities, Limited Common Areas & Facilities, adjoining Units / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association of Applicant/s. The Applicant/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 such rectification from the Applicant'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 Applicant/s within 30 days of such demand. However, in such an event Applicant/s shall make further payment to maintain required balance of IFMS as applicable. The Applicant/s shall always keep the Company indemnified in this regard.
8. The Applicant/s agrees to form and join an Association comprising of the Applicant/s of the Project for the purpose of management and maintenance of the Project. Only the management and maintenance of Common Area and Common Facilities of the Project will be transferred to the Residential Welfare Association (herein **"RWA"**) on such terms and conditions as the Company would deem fit and proper. Facilities like unallotted parking spaces, convenient shops and kiosks, stores in basement, nursery school, unallotted limited common areas etc., if provided, shall not be handed over to the RWA and shall be owned by the Company. The Company reserves its right to assign/sell these facilities to any Person(s) and on such terms and conditions as the Company would deem fit and proper.
9. The Applicant/s agrees and understands that on handing over of Common Areas and Common Facilities to RWA total IFMS after deduction of cumulative defaults of all Applicants and security charges, if any, deposited by the Company with any department, will be handed over to the RWA. The RWA shall be solely responsible, at its own cost and expenses, to get the utility connections transferred in its name and the Company shall provide all possible help to RWA in this regard.
10. The Applicant/s agrees that the common lawns and other Common Areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment basis.
11. The Applicant/s agrees that the he/she/they or his/her/their nominees/ agents/ employees etc. shall at all times comply with the rules and regulations as may be laid down by the Company or its nominated Maintenance Agency.
12. The Applicant/s agrees that the internal maintenance of the Unit including its regular painting, seepage etc. shall be the exclusive responsibility of the Applicant/s from the date of possession or possession due date, whichever is earlier.
13. The Applicant/s agrees that the Company/Maintenance Agency / RWA shall have full right to access to and through the Unit and terrace area/attached lawn, if required for periodic inspection / carrying on the maintenance and repair of the service conduits and the structure.
14. The Applicant/s understands and agrees that the Company will be taking bulk supply electricity connection to distribute power in the Project and as such the Applicant/s shall not apply to the concerned department directly for supply of electrical energy in the Unit.
15. The Applicant/s understands and agrees that the Company to administer the collection of charges towards general maintenance, power, power back up, water supply etc may, in its discretion integrate the billing and collection of charges through a common mechanism including pre-paid meters.

#### **F. TERMS OF DIRECTOR GENERAL, TOWN & COUNTRY PLANNING (DGTCP)/HARYANA URBAN DEVELOPMENT AUTHORITY (HUDA)/ OTHER COMPETENT AUTHORITY (IES)**

1. The Applicant/s agrees and undertakes to pay to the Company the proportionate amount towards External Development Charges (herein **"EDC"**) inclusive of interest, Infrastructure Development Charges (herein **"IDC"**) and Infrastructure Augmentation Charges (if applicable) (herein **"IAC"**) payable to the competent authority(ies). The Applicant/s further confirms to pay proportionately any increase in the EDC, IDC and IAC as and when demanded by the Company without any objection.
2. The Applicant/s agrees to 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 (including but not limited to Service Tax & Value Added Tax), duty, charges, cess fee, etc. of any nature whatsoever, by any local administration, State, Government, Central Government and DGTCP/HUDA/Competent Authority(ies) on the Project/Building/Unit or any construction carried thereon by virtue of any notification or amendment in the existing laws or levy of any additional charges payable to DGTCP/HUDA/Competent Authority(ies) or any other taxation, on pro-rata basis. If the demanded charges are not paid, then the same shall be also treated as unpaid sale price of the Unit and the Company in addition to other remedies under law for recovery for unpaid charges shall also have the first charge and lien over the Unit/ Parking Space(s) till such unpaid charges are paid by the Applicant/s.
3. The Applicant/s acknowledges and agrees that the infrastructure facilities / external services to be provided by HUDA/DGTCP/other Competent Authority(ies) like water supply network, sewer, storm water drains, roads, and electricity outside the Project are to be connected with the internal services of the Project. The Applicant/s acknowledges and confirms that the time frame and quality of execution of infrastructure facilities/ external services to be provided by the HUDA/DGTCP/other Competent Authority(ies) are beyond the control of the Company and the Applicant/s agrees not to raise any claim or dispute against the Company in respect of the infrastructure facilities/ external services as aforesaid to be provided by the public agencies. The Company has made it clear to the Applicant/s that the Company shall not have any responsibility for the consequences of delayed or inadequate execution of infrastructure facilities/external services by public agencies and also of the effects of such delay and inadequacy on the performance of internal services within the Project.
4. The Applicant/s agrees that he/she/they shall always abide by all the terms and conditions of HUDA/DGTCP/other Competent Authority(ies), if any in respect of the Project / Unit.
5. The Applicant/s agrees and understands that all the terms and conditions of HUDA/DGTCP/other Competent Authority(ies) of allotment/development of Unit on which the Project/ Unit is to be developed shall be mutatis mutandis binding upon him/her/they.

#### **G. CONVEYANCE DEED/TRANSFER DEED**

1. The Applicant/s undertakes to execute and get registered the Conveyance /Transfer Deed in respect of Unit within 15 days from the date of intimation by the Company in writing, failing which, the Applicant/s authorizes the Company to cancel the allotment and forfeit the Earnest Money, interest on delayed payments etc. and refund the balance amount to the Applicant/s without any interest upon realization of money from re-sale/re-allotment of Unit to any other party.
2. The Applicant/s agrees that on execution of Conveyance /Transfer Deed in his/her/their favour by the Company then he/she/they, as Applicant/s, shall be bound by the terms of HUDA/DGTCP/other Competent Authority.
3. The Applicant/s agrees that through Conveyance/Transfer Deed he/she/they shall get exclusive possession and title of the built up area of the Unit along with proportionate undivided and impartial right in the land underneath the building, wherein the Unit is/will be located. The Applicant/s further agrees that through Conveyance /Transfer deed he/she/they will also get undivided proportionate interest in and right to use the Common Areas and Common Facilities within the Project.
4. The Applicant/s agree to pay all charges, expenses, stamp duty, registration fee and incidental expenses etc. toward Conveyance/Transfer Deed of the Unit, at the rate as may be applicable on the date of execution and registration of the Conveyance/Transfer Deed including documentation. If the Company incurs any expenditure towards the registration of the Unit, the same shall be reimbursed by the Applicant/s.
5. The Applicant/s agrees that prior to execution of Conveyance/Transfer Deed of the Unit he/she/they shall not assign/attorn its interest/rights of allotment, as stipulated herein without taking prior consent of the Company. The Company may, at its sole discretion and subject to no subsisting breach of terms/conditions contained herein by the Applicant/s, upto 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 Applicant/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 fee(s) & such other administrative /processing fees/other charges as may be prescribed by the Company from time to time. The Applicant/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 Unit by any authority, the Company will have to comply with the same and the Applicant/s has specifically noted the same. If the Applicant/s is either a Firm or a Company, it has also understood that the change in majority of proprietary interest in Partnership Firm/Company shall require prior approval of the Company and shall be subject to applicable transfer fee/s. It is further clarified that any alteration and/or reconstitution and/or dissolution of the Applicant/s shall be construed as "Transfer" and shall be subject to such terms and conditions and administrative charges/processing fees/other charges as the Company may impose and on payment of such transfer fee/s as may be prescribed by the Company.

6. The Applicant/s agrees that he/she/they for any subsequent transfer of the Unit by way of sale or otherwise, after execution and registration of Conveyance/Transfer Deed, shall obtain "No Dues Certificate" from the Company as per the policy of the Company and /or the Maintenance Agency and on payment of such Administrative Charges as may be prescribed. It is clarified that the terms of allotment/Allotment Certificate & Agreement as well Conveyance /Transfer Deed to be entered with the Applicant/s shall be binding and applicable upon the subsequent buyer of the Unit.

## H. INDEMNIFICATION

The Applicant/s shall indemnify and keep the Company, its agents, employees, representatives, estate indemnified against all actions, proceedings or any losses, costs, charges, expenses, losses or damage suffered by or caused to the Company, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Applicant/s and 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 Applicant/s agree to pay such losses on demand that the Company may or likely to suffer. This is in addition to any other right or remedy available to the Company.

## I. SEVERABILITY

The Applicant/s agrees that if any term/s / provision/s contained herein is determined to be void or unenforceable under applicable laws/order/notification then such term/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.

## J. FORCE MAJEURE

The Applicant/s agrees that 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 and could not have been prevented or reasonably overcome by the Company with the exercise of reasonable skill and care and does not result from the negligence or misconduct of the Company and materially and adversely affects the performance of any obligation hereunder; including but not limited to non receipt of critical approvals pertaining to building plans/ layout plans, environment clearance etc., delay in grant of Completion certificates, non-availability of any building material and labour 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, judgment, 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(s) analogous to the foregoing and beyond control of the Company. It is clarified that the performance time shall be considered extended for a period of time equivalent to the time lost because of any such delay mentioned hereinabove.

## K. GENERAL TERMS AND CONDITIONS

1. The Applicant/s acknowledges that the Company has raised and shall have the right to further 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 Project along with the land underneath, subject to condition that (i) the Company shall obtain no objection certificate ("NOC") from the said bank/financial institution/body corporate with respect to the allotment of the Unit and (ii) the Unit shall be free from all encumbrances at the time of execution of Conveyance / Transfer Deed.
2. The address given in this Application/Allotment Agreement 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 Applicant/s.
3. The Applicant/s shall make all payments through Demand Draft / cheque drawn in favour of "Eldeco Sohna Projects Limited" payable at New Delhi/Delhi only or as may be directed by the Company.
4. The Applicant/s shall not be entitled to subdivide the Unit or amalgamate the same with any other Unit/adjoining area. In case of joint Applicant/s, each Applicant's share in the Unit shall always remain undivided, unidentified and impartible and none of them shall be entitled to claim partition of its share therein.
5. The Applicant/s agrees and undertakes to pay all rates, tax on Project/Unit, municipal tax, property taxes, wealth tax, service tax, fees or levies or taxes of all and any kind by whatever name called, whether levied or leviable now or in future or retrospectively by the Government, municipal authority or any other governmental authority on the Project/ Unit as the case may be as assessable or applicable from the date of the allotment. If the Unit is assessed separately the Applicant/s shall pay directly to the Governmental Authority and if the Unit is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Applicant/s. Additionally, if any additional taxes, cess by any Government or authorized body is levied/imposed on the Company after the date of allotment including increase in service tax, VAT etc. same be proportionately passed and payable by the Applicant/s.
6. The Applicant/s understands that he/she/they shall have no right and interest in the Limited Common Area, nursery school, local shopping areas/commercial spaces etc. if any constructed in the Project. Such areas shall be the property of the Company and the Company shall have sole right and absolute discretion to decide the usage, manner and method of disposal of the same and appropriate revenue therefrom, on such terms and conditions, as it may deem fit and proper. The Applicant/s agrees that he/she/they shall have no right to interfere in the operation, management, manner of booking/allotment/sale of such areas to any person/s and as such he/she/they shall not raise any objection in any manner whatsoever in this regard.
7. The Applicant/s understands that the roof top/ terrace of the building shall always vest with the Company and Company shall be the sole owner thereof. The Company may grant usage right of terrace areas (Full/Part) to top floor unit/ and Limited Common Area and Facilities to certain units and receive appropriate revenue therefrom, on such terms and conditions, as it deem fit and proper, to exclusion of other unit/s. The Company shall have the right to give on lease or hire any part of the roof top/terrace above the top floor, for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purpose and the Applicant/s shall have not right to object or cause any hindrance to the same or make any claims on this account.
8. The Applicant/s may undertake minor internal alterations in the Unit only with the prior written approval of the Company. The Applicant/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.
  - ii) Changes that may affect the Common Areas of the Project.
  - iii) Changes such as changes in windows, tampering with external treatment, changing of wardrobe position, changing of 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, putting up individual TV dishes etc. In case damage is caused to the Unit / adjacent unit / Common Areas due to aforesaid reasons, then the Applicant/s shall get the same repaired failing which the cost of repair may be deducted from the Applicant/s IFMS or if the IFMS is insufficient to meet the expenses the cost shall be recovered/payable by the Applicant/s.
9. The Applicant/s shall not i) encroach in the Common Areas/Common Facilities/Limited Common Area and Facilities off/in the Project and /or ii) install the air conditioner in the Unit except as per provisions made in the Unit by the architect and approved by the Company. If any Applicant/s deviates from the plan and effect dismantling on the external side, he/she/they has/have to remove and make good the same at his/her/their own cost or the Company will do it and the cost may be adjusted in the IFMS. The Applicant/s shall always keep the Company indemnified and harm less in this regard.
10. The Applicant/s shall not be allowed to make changes that may affect the facade of the Unit. The Applicant/s shall at all times maintain the facade of the Unit as per the original design of the Company.
11. The Applicant/s agrees to pay charges for usage rights of open/covered Car Parking as may be fixed by the Company from time to time and abide by the Company's parking policy. The Applicant/s understands and agrees that right to use parking space is attached to the Unit and the same cannot be sold to third parties independently of the Unit. Any request for additional parking may be considered by the Company subject to availability.
12. The Applicant/s agrees and undertakes that he/she/they shall not raise any objection, claims, disputes if the other Applicant/s/Company carry out any construction activity adjoining the Unit/in the Project and/or Company or its agent/s shall have the right to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to unsold unit/s within the Project and the Applicant/s shall have no right to raise objection or make any claim on this account.
13. The Applicant/s understands that the Project will be developed/completed in phases and the Company shall also be carrying out extensive development /construction activities for many years in future. Further, the Company shall also be connecting/linking the facilities viz. electricity, water, sanitary/drainage system etc. of additional development /construction in the Project across various phases in the Project, which the Applicant/s understands and agrees not to raise any objection in this regard at any time whatsoever. The Applicant/s has confirmed that he/she/they shall not make any objection or make any claim or default any payment as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/related activities as well as connecting/linking of facilities etc as above said.
14. The Applicant/s agrees that Super Area for the purpose of calculating the basic price of the Unit shall be the sum of the built up Area of the Unit, its pro-rata share of Common Areas in the entire building in which the Unit is located and pro-rata share of other Common Areas of the Project (as defined hereinabove) earmarked for use of all Applicants in the Project.

The built up area of the Unit shall mean entire area enclosed by its periphery walls including area under walls, columns, balconies, deck, cupboards and lofts etc. and half the area of common walls with other premises/units, which form integral part of the Unit.

It is specifically made clear that the computation of Super Area of the Unit does not include the following :

- a) Sites for shops and shop(s)/commercial spaces.
- b) Nursery school/s
- c) Private stores
- d) Roof / top terrace above units allotted for private use of the Applicant/s of units/ penthouses.
- e) Private greens attached to ground floor units
- f) Covered / Open Car Parking spaces within / around Building in which Unit is located for Allottee(s) / visitors of the Project.

It is further clarified that the Super Area mentioned in the Application Form/Agreement is tentative and is for the purpose of computing basic price in respect of the Unit only and that the inclusion of Common Areas for the purpose of calculating Super Area of the Unit does not give any right, title or interest in Common Areas to the Applicant except the right to use Common Areas by sharing with other occupants / Applicants in the Project subject to timely payment of maintenance charges.

The Super Area and ratio of Unit built-up area to Super Area may undergo changes during construction of Building / Project and final Super Area shall be confirmed upon completion of construction of Building(s).

The Applicant/s understands that basis of charging proportionate charges as mentioned herein or otherwise is the ratio of Super Area of the Unit to the Super Area of all the units in the Project.

15. The Applicant/s understands that the Company may construct servant rooms (or dormitories) and storage spaces within the Project. The consideration / cost payable for these spaces shall be charged extra at a rate notified by the Company at the time of offer of the same.
16. The Applicant/s understands that the layout plan/ drawings of the storage spaces/car parking are tentative during the construction stage, which may be revised due to technical, regulatory or due to Force Majeure or for any other reasons at the discretion of the Company without any objection from the Applicant/s. In case any particular storage space/ car parking is omitted or its shape or area is changed or the independent single car parking becomes twin and twin car parking becomes independent or the Company is unable to handover the same to the Applicant/s for any reason, whatsoever, then the Company may offer an alternate storage space/ car parking, subject to availability. In case, of rate difference of the alternate space vis-à-vis the original space, the difference will be adjusted as per the Company's prevailing price list. In the event of non availability or non-acceptability of alternate space by the Applicant/s, the Company will refund only the actual amount received from the Applicant/s till then and shall not be liable to pay any damages/compensation or interest.
17. The Applicant/s understands and agrees that the power back up arrangements like diesel generator sets or other forms of power back up supply in the Project are proposed to be designed & installed by the Company on the basis of diversity factor considering group diversity @ 50%. The Applicant/s agrees that he/she/they, either singly or in combination with other Applicant/s in the Project shall not claim that the installed capacity be the cumulative of all the power back up load sold by the Company to different Applicant/s.
18. The Applicant/s understands and agrees that the Company may at its sole discretion appoint/engage designated service provider(s) for various facilities in the Project viz. cable, intercom, gas supply, satellite/cable/internet etc. The Applicant/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 Project. Further, the Applicant/s agrees to enter into specific service supply agreements with each of these service providers at their standard commercial terms.
19. The Applicant/s agrees to abide by the terms of membership of the club including payment of recurring annual/monthly charges as well as usage charges to the Company till its maintenance is handed over to RWA.
20. The Applicant/s agrees that any unilateral alteration/changes made in this Application Form / Allotment Certificate & Agreement by him/her/them shall render the Application Form / Allotment Certificate & Agreement as "null and void" to that extent.
21. The Applicant/s understands and agrees that in case of breach of any terms & conditions contained herein including his/her/their failure to take possession of the Unit beyond a period of 12 months from the Possession Due Date then besides & without prejudice to Company's rights available herein/ under law, the Company shall have right to cancel the allotment/Sale deed (as the case may be) of the Unit and take over the possession of the Unit/parking space. As a result of such cancellation, the refund (if any) after deduction of Earnest Money and dues under various heads, as stipulated herein shall be governed by the terms & conditions contained herein or other applicable policy framed from time to time by the Company Further, the Company shall, thereafter, be free to re-allot and/or deal with the Unit in any manner whatsoever at its sole discretion.
22. The Applicant/s agrees that 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 /Transfer deed of immovable property in India shall be the responsibility of the Applicant/s. The Applicant/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 Applicant/s shall keep the Company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Applicant/s and such third party shall not have any right in the allotment of the Unit / Allotment Certificate & Agreement, in any way and the Company shall issue the payment receipts in favour of the Applicant/s only.
23. The Applicant/s agrees that in case of joint Applicant/s, the Company may, at its discretion, correspond with any one of the Applicant which shall for all intents and purposes be considered as properly served on all the Applicant/s.
24. The Applicant/s agrees that in case of any dispute between the co-Applicant/s, the decision from the competent court shall be honored by the Company.
25. The Applicant/s agrees that in case of any conflict between the terms contained herein and the terms/specifications mentioned in Company's sale brochures/CD, walk through, advertisement/s and other sale document/s then the terms contained herein will prevail.
26. The Applicant/s agrees & undertakes to pay the Stamp Duty and/or other incidental charges, if levied or imposed by any local administration, State, Government, Central Government or any other lawful authority on allotment, Allotment Certificate & Agreement; Maintenance Agreement etc.
27. The Applicant/s shall not store in the Unit or bring into the Project any goods or articles of Hazardous, Combustible or dangerous nature or are so heavy as to damage the Construction or structure of the Project or which is objected to by the Company or RWA.

#### L. JURISDICTION & LAWS OF INDIA

1. The Applicant/s agrees that all or any disputes arising out or touching upon or in relation to the terms of this application including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996. The Arbitration proceeding shall be held at an appropriate location in Delhi by the sole arbitrator who shall be appointed by the Company and whose decision shall be binding and final upon the parties, the Applicant agrees that he/she/they shall not have any objection to this appointment, even if the person so appointed, as the sole arbitrator, is an employee / advocate of the Company or is otherwise connected to the Company and the Applicant/s agrees that notwithstanding such relationship/connection, the Applicant/s shall have no doubts as to the independence or impartiality of the said sole Arbitrator.
2. The courts at New Delhi shall have the exclusive jurisdiction in all matters arising out of/touching and/or concerning thereto.

I/We have read through the Procedure and indicative Terms & Conditions above and declare to have complete understanding and accept the same and agree to be bound therewith. I/We have sought detailed explanations and clarifications from Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by Company, I/we have now signed this application form and paid the monies thereof fully conscious of my/our liabilities and obligations including forfeiture of earnest money as may be imposed upon me/us

(Signature of the Applicant)

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

(Signature of the Co - Applicant)

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

bound therewith. I/We have sought detailed explanations and clarifications from Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by Company, I/we have now signed this application form and paid the monies thereof fully conscious of my/our liabilities and obligations including forfeiture of earnest money as may be imposed upon me/us

(Signature of the Applicant)

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

(Signature of the Co - Applicant)

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_