



Space  
for  
photograph

To

Branch Office

4&7, 5th Floor,  
Carnival Shopping Complex, Mall Road,  
Ludhiana, Punjab

**SUBJECT:** Application for allotment of residential villa in "Eldeco Estate One" at Village Bhattian & Hussainpura, G.T. Road, Tehsil and District Ludhiana, Punjab.

Dear Sir,

I/We hereby apply for the allotment of a residential Villa as per details given below (hereinafter referred to as "Villa") in your residential project namely Eldeco Estate One, at village Bhattian and Hussainpura, G.T. Road Tehsil and Distt Ludhiana, Punjab. (defined hereinafter and referred to as "Project").

I/We request for allotment of Villa in the Project, as per terms and conditions of the offer for allotment of the same, according to the (A) Installment Payment Plan (B) Down Payment Plan. In the event of Eldeco Infrastructure & Properties Ltd ("EIPL/Company") agreeing to allot Villa 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 EIPL. 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 Villa is not guaranteed and the same is at the sole discretion of the EIPL. EIPL 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, EIPL 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 Villa notwithstanding the fact that the EIPL may have issued a receipt in acknowledgement of the money tendered with this application. I/We are making this application with the full knowledge that the basic development work of Project is yet to start. I/We irrevocably consent that if for any reason, including non-development, the EIPL is not in a position to finally allot Villa 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 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 schedule in respect of the Villa as well as amount payable under the Maintenance & Other Agreements including Interest Free Maintenance Security Deposit etc. I/We agree that non-payment/delay in payment of any such amount gives full authority and power to the EIPL to cancel the Allotment and forfeit the Booking Amount / Earnest Money, for which I/We shall raise no objection of any kind and may allot the said Villa to anyone else or do as it deem fit.

I/We have made this application for allotment of Villa with full knowledge of and subject to all the Acts/laws/notifications and rules applicable to this area in general and this project in particular which have been explained by EIPL and understood by me/us.

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

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

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

Applicant's name: \_\_\_\_\_  
 Father's/Husband's/Director/Partner/Authorised Signatory name: \_\_\_\_\_  
 Co-applicant's  
 Name: \_\_\_\_\_  
 Father's/Husband's/Director/Partner/Authorised Signatory name: \_\_\_\_\_  
 Mailing address: \_\_\_\_\_  
 Tel.: (R) \_\_\_\_\_ (o) \_\_\_\_\_ Mobile: \_\_\_\_\_  
 email: \_\_\_\_\_  
 Office address: \_\_\_\_\_ Permanent  
 address: \_\_\_\_\_  
 Name/address of Guardian (in case of minor): \_\_\_\_\_  
 Relationship with Minor: \_\_\_\_\_  
 Income Tax PAN No/GIR No/Form 60.: \_\_\_\_\_  
 First applicant: \_\_\_\_\_  
 Second applicant: \_\_\_\_\_  
 Residential Status: Resident / Non Resident Indian/People of Indian Origin.  
 Identification Proof: Notarised Copy of Passport / Election Card / PAN Card

**VILLA DETAILS**

Villa no. \_\_\_\_\_ Type \_\_\_\_\_  
 M o d u l e \_\_\_\_\_  
 Plot Area \_\_\_\_\_ sqyds, Built-up-area \_\_\_\_\_ Basic Price: \_\_\_\_\_  
 R s . \_\_\_\_\_  
 Payment plan opted: Installment 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. I/We hereby undertake to inform EIPL of any change in the above information, till the Villa 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 EIPL.

Yours faithfully,

(Signature of the Applicant)

(Signature of the Co Applicant)

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

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

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

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

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

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

Note:

1. Kindly sign all pages.
2. Strike out wherever applicable
3. Please ( ) tick wherever applicable
4. Use additional Sheets, if necessary.
5. Person signing the application on behalf of other person/ firm/ body corporate shall file his/ her authorization / Notarized copy of Power of Attorney/ Certified copy of Board Resolution duly attested by a First Class Magistrate/ Notary Public.

**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 Allottee/s is required to sign them at appropriate time as and when required by the Company.

### A. DEFINITIONS

**"Common Areas"** includes the internal roads including street lighting, utility corridor, landscaping, greenery and green spaces to provided by Company as per the sanctioned lay-out.

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

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

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

**"Project"** means the land admeasuring 49.01 acres approximately situated at villages Bhatia & Hussianpura, G.T. Road, Tehsil & District Ludhiana Punjab, being developed pursuant to the approvals/permissions granted by Government of Punjab.

### B. ALLOTMENT

1. The allotment of Villa will be on the basis of Application Form, wherein, applicant/s has/have indicated the location, area, size & type of Villa required.. The application is to be accompanied with the booking amount, as per the payment plan, by an account payee cheque or draft favoring "Eldeco Infrastructure & Properties Ltd." payable at New Delhi.
2. In case of applications 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, unless specifically agreed in writing, with or without such terms & conditions as the Company may deem fit.
3. It is only after applicant signs and executes the Allotment Certificate & Agreement on the Company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company. If however, applicant fails to execute and return the Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the Company then allotment and this application shall automatically be treated as cancelled and the earnest money paid by me/us shall stand forfeited.
5. The Applicant/s has applied for allotment of Villa with full knowledge of all the Acts/laws/notifications and rules applicable to this Villa in general and in respect of this Project in particular, which have been explained by the Company and understood by him/her/them.
6. The Applicant/s has fully satisfied himself/herself/themselves about the right, interest and the title of the company, in the land on which the Project is being developed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by him/her /them in this respect.
7. The Company's sale brochure/ 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.

### C. PAYMENTS

1. Timely payments as indicated in the Payment Plan are the essence of the scheme/allotment. If any installment / payment as per the schedules is not paid when it becomes due, the Company will charge interest @ 24% p.a. on the delayed payment for the period of delay. However, if the same remains in arrear for more than three consecutive months, the allotment shall automatically stand cancelled without any prior intimation to the allottee/s and the allottee/s will have no lien on the Villa, In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation subject to that the said plot is allotted to any person(s) & the basic price is received. However, in exceptional and genuine circumstances the Company may, at its own discretion, condone the delay in payment exceeding three months by charging interest @ 24% p.a. along with the restoration charges as per Company policy and restore the allotment of Villa in case it has not been allotted to some one else. In such a situation, an alternate Villa, if available, may be offered in lieu of the same.
2. For preferentially located Villa, extra price/charges, as applicable, will be payable by the allottee/s.
3. In case the applicant, at any time, desires for cancellation of the allotment, it may be agreed to, though, in such a case, 20% of the Basic Price of the unit, constituting the Earnest Money, will be forfeited and the balance, if any, refunded without any interest, subject to that the said unit is subsequently allotted to any person (s) and the basic price is received".
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 Villa applied for, the Company shall facilitate the process subject to the following:
  - a) The terms of the financing agency shall exclusively be binding and applicable upon the allottee/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, 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 provision 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 Villa and repay the amount received till that date after deduction of earnest money directly to financing/institution agency on receipt of such request from financing agency without any reference to allottee/s.

### D. CONSTRUCTION/COMPLETION OF VILLA

1. The completion of Villa will be done in accordance with the sanctioned building plans, subject to force majeure and subject to 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.
2. In case a particular Villa 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 beyond its control, the Company shall offer an alternate Villa approximately of the same type/specification and in the event of non-acceptability by the allottee/s or non-availability of alternate Villa, the Company shall refund only the actual amount received from the allottee/s till then (subject to the deduction of all the dues/charges of the Company) 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 Villa or alternate Villa.

3. In case any preferentially located Villa ceasing to be so located, the Company shall be liable to refund extra price/charges paid by allottee/s for such preferential location without any interest or damages or compensation. In case of Villa becomes preferentially located, subsequent to its allotment the Allottee/s shall be liable to pay the preferential location charges, as applicable.
4. The final Plot area and the Built-up-area of the Villa will be intimated after final physical measurement. In case of variation in actual area vis-à-vis booked/allotted area, the Company at its sole discretion will ensure necessary adjustments in the basic price, pro rata. If the plot area /built-up-area exceed upto 10%, then the Allottee shall be liable to pay difference in price at the rate prevailing at the time of allotment of Villa and in case Plot area/Built-up-area increases beyond 10% then the current rate shall be applicable. On reduction in the area of the Plot /Built-up-area below 10%, the price shall be recalculated as per the allotment rate and the excess amount received shall be refundable without interest and without any rebates allowed immediately.
5. However, in case variation exceeding 10% of the allotted area and allottee/s writes to the Company within thirty(30) days of intimation by the Company indicating his/her/their non consent/objections to such modifications then the allotment shall deemed to be cancelled to which Allottee/s shall have no objection and the Company shall refund the entire money received from allottee/s without any interest and/or compensation.
6. The Built-up-area of the Villa shall be measured from outer edge of the wall if the same is not common and from centre of the wall if the same is common. Built-up-area will include 100% of balcony area, 100% of that part of the terrace area which is covered by projection at slab level.
7. The layout shown in the sales literature is tentative & is subject to change without any objection from allottee/s. The sizes of Villa given in plans are tentative and can be modified due to technical and other reasons e.g. change in position or design of the Villa, number of the Villas its boundaries, dimensions or area. The, Company shall be liable only for cost adjustments arising out of area variations.
8. The specifications as shown in the specification sheet are indicative only and that the Company may on its own provide additional /better specifications and /or facilities other than those mentioned in the specification sheet or sale brochures due to technical reasons or due to popular demand or for reasons of overall betterment of the Project/Villa, the proportionate cost of such changes will be borne by the Allottee/s.
9. The specification shown in the sale documents are subject to changes by the architect/Company/Competent authority before or during the course of construction and there shall be no objection or claim in this regard from the allottee/s.
10. The construction cost component as included in the cost of the Villa is based upon the market rate of construction as applicable on the date of Allotment agreement. Any spurt in the cost of materials/labour/s etc. during the course of construction, as determined by the CPWD/Govt of India cost index shall be borne by the Allottee/s.
11. Service Tax on construction/development of the Project/Villa will be separately and proportionately borne by the allottee/s over and above Basic Price.

#### **E. POSSESSION**

1. The possession of the Villa will be given after execution of Transfer/Sale Deed, subject to (a) force majeure conditions, (b) grant of completion certificate, and, (c) payment of all the amounts due and payable by the Allottee/s/s upto the date of such possession including maintenance charges, security deposit & stamp duty and other charges etc. to the Company.
2. The Allottee/s has to take possession of the Villa within 30 days of the written offer of possession or Final Demand Notice (FDN) from the Company and the allottee/s shall be deemed to have taken possession on the expiry of the period mentioned in the FDN and/or offer of possession falling which the Villa shall be at the risk and cost of the allottee/s. Further, the allottee/s shall be responsible to pay Holding Charges and Chowkidari Charges as may be demanded by the company in addition to his/her/their proportionate share of all the other charges like maintenance etc. to the Company for the period of delay in taking over actual physical possession of the Villa after the expiry of the said period of 30 days.
3. Upon the Allottee/s taking possession or receiving deemed possession of the Villa, the allottee/s shall not raise any dispute and/or make any claim, whatsoever, in respect of the Villa against the Company and he /she /they shall be entitled to the use and occupy the Villa without any interference but subject to the terms and conditions, stipulations contained in the allotment agreement, provided the allottee/s has cleared all dues and the Sale/Transfer Deed has been registered.
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, Interest Free Maintenance Security Deposit, stamp duty and other charges etc. at the time of offer of possession/FDN.
5. The possession date of the Villa as agreed upon is only indicative and the Company may offer possession before that, in case of early possession, the balance installment shall be come due immediately.
6. The Allottee/s shall pay in respect of his/her/their Villa all charges payable to various departments or to the Company (as may be applicable) for obtaining service connections like electricity, telephone, water, sewer etc. including security deposits for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Company pays these 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 infrastructures 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 Allottee/s agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Villa / Project or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent authority (ies) become subject matter of any suit /writ before a competent court or due to force major conditions, the Company, after allotment, is unable to deliver the Villa to the Allottee for his/her occupation and use, the Allottee agrees that the Company if it decides in its sole discretion to refund then it shall be liable only to refund the amounts received from him/her without any interest or compensation, whatsoever.

#### **F. MAINTENANCE**

1. On completion of construction work of Villa and/or offer of possession or deemed possession of Villa, whichever is earlier, an Interest-Free Maintenance Security (IFMS) towards the maintenance and upkeep of the Villa/Project shall be payable by the allottee/s to the Company. The amount to be deposited as IFMS will be intimated to the allottee/s by the Company. The IFMS shall become payable within 15 days from the date of offer of possession by the Company, whether or not the allottee/s takes possession of his/her/their Villa. In case of delay in payment of IFMS within this period, interest @ 18% p.a. shall be charged for the period of delay
2. The Allottee/s upon completion of Villa or offer of possession or deemed possession whichever is earlier, agrees to enter into a maintenance agreement with the Company or any association / body of Villa 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 Project. 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.
3. Commencing from the date notified by the Company for taking over possession of the Villa, as aforesaid, the Allottee/s agrees to pay to the Company or its maintenance agency, maintenance charges to be determined at the said time on the basis of size of the residential Villa. It is

agreed that the maintenance charges may be enhanced, from time to time, as may be determined by the Company or the maintenance agency. Incidence of Service Tax on maintenance charges and bought out services shall be on the Allottee/s.

4. The Allottee/s is liable to pay monthly/quarterly/yearly maintenance charges as intimated/demanded by the Company/ Maintenance Agency, irrespective of the fact whether the allottee/s is in occupation of the Villa or not, within a period of 7 days of demand. In case of delay in monthly/quarterly/yearly maintenance charges within this period, interest @ 24%p.a. shall be charged for the period of delay. The Company/Maintenance Agency reserves the right to bill maintenance charges upto 12 months forward.
5. In case of failure of the Allottee to pay the maintenance bill, other charges on or before the due date, the Allottee is permitting the Company/Maintenance Agency to deny him/ her maintenance services and the Company/Allottee's Association will be entitled to effect disconnection of services to defaulting allottees that may include disconnection of water/sewer, and debarment from usage of any or all common facilities within the Project.
6. The Company / Maintenance Agency shall maintain the complex till the maintenance is handed over to the Allottees Association or for a period of 1 year from the date of completion of the said unit or offer of possession, whichever is earlier. The Company is not bound to maintain the said complex beyond a period of one year after from the date of offer of possession. The company is only playing the role of maintenance facilitator till that period. The Allottee/s understands that the IFMS lying with the company shall not earn any interest, either real or notional, and no such amount shall be creditable to his/her/their maintenance or any other account and further agrees and undertakes not to raise any claim, dispute etc in this regard. If the association fails to take over the maintenance within that period, Company is authorized to cease the maintenance and return the IFMS after deducting any default of maintenance charges, etc.alongwith the interest accrued thereon and other charges/deposits borne by the company with respect to the said unit to the Allottee and discontinue maintenance of the said complex/said unit. If the allottee fails to accept the said return of IFMS within 15 days of written intimation to such effect, the net of default IFMS shall lie with the company without creating any liability to either provide maintenance or interest on the money. However, the company may manage the maintenance and upkeep of the Said Complex / Said Unit by itself even after the said period of one year and in such an event the company shall retain the IFMS of the Allottee with itself till such time the maintenance is not handed over to the Residents / Allottee's Association.
7. The Allottee/s will neither himself do nor permit anything to be done which damages common areas, adjoining Villa etc. or violates the rules or by-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 IFMS. The Allottee/s shall be always keep the Company indemnified in this regard.
8. It shall be incumbent on each allottee to form and join an Association comprising of the allottees for the purpose of management and maintenance of the Project.
9. 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.
10. The Allottee/s or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Company or its nominated Maintenance Agency.
11. The maintenance of Villa 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 deemed possession.

#### **G. TERMS OF GREATER LUDHIANA AREA DEVELOPMENT AUTHORITY (GLADA) / OTHER COMPETENT AUTHORITY**

1. The Allottee/s shall pay to the Company on demand, such amount, which may be levied, charged or imposed 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/Villa or the Building constructed thereon by virtue of any notification or amendment in the existing laws including any increase in the External Development Charges (EDC) , or levy of any additional charges payable to GLADA /Competent Authority on pro-rata basis.
2. The Company shall be responsible for providing internal services within the Project, which include laying of roads, water lines, sewer lines, electric lines and arboriculture. However, external services like water supply network, sewer, storm water drains, roads, and electricity outside the complex to be connected to the internal services are to be provided by GLADA. The Company has made it clear to the allottees that the time frame and quality of execution of external services is beyond its control. The Company shall not have any responsibility for the consequences of delayed or inadequate execution of external services by public agencies.
3. The Allottee/s shall be liable to comply with the terms and conditions of GLADA, if any, in respect of the Villa and pay all taxes by whatever name imposed in respect thereof.

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

1. The Allottee/s undertakes to execute and get registered the Transfer/Sale/Conveyance deed in respect of the Villa within 15 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 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. toward Transfer/Sale/Conveyance Deed of the Villa, 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 Villa, the same will be reimbursed by the Allottee/s.
3. This application or any interest of the Allottee/s in the Allotment agreement / Villa 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 applicable laws and notifications or any government directions as may be in force, permit the Allottee/s to get the name of his/her nominee substituted in his/her/their place subject to such terms and conditions and administrative charges/other charges as the company may impose and on payment of such transfer fee 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 nominations. In the event of any imposition of executive instructions at any time after the date of this application to restrict nomination / transfer / assignment of the allotted Villa by any authority, the Company will have to comply with the same and the Allottee/s has specifically noted the same. 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/other charges as the company may impose and on payment of such transfer fee as may be prescribed by the Company

#### **I. GENERAL TERMS AND CONDITIONS**

1. The address given in the application form shall be taken as final unless, any subsequent change has been intimated under Regd.A/D letter. All demand, notices, letters etc. posted at the address given in the application form/allotment certificate & agreement shall be deemed to have been received by the allottee/s.
2. The Allottee/s shall make all payments through Demand Draft / cheque drawn in favour of "Eldeco Infrastructure & Properties Ltd." payable at Ludhiana/New Delhi/Delhi only or as may be directed by the Company.
3. The Allottee/s shall not use or allow to be used the Villa for any purpose other than residential or any activity that may cause nuisance to other

allottee/s in the project.

4. 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.
5. Upon the Allottee/s taking possession or receiving deemed possession of the Villa, the Allottee/s shall have no claim against the Company in respect of any item or work in the Villa or for any design, specifications, building materials used or for any other reason, whatsoever and he /she /they shall be entitled to the use and occupy of the Villa without any interference but subject to the terms and conditions, contained herein.
6. The Allottee/s agrees and undertakes that he shall, on taking possession or deemed possession of the Villa, have no right to object to the Company constructing or the construction done by other allottee in a reasonable manner, adjoining the said Villa. The allottee shall not object to any consequences of such increase in construction in the adjoining area in the layout or in reduction in green area etc.
7. The Allottees/s agrees & understands to pay to the Company such amount as may be intimated by the Company towards Malba Charges.
8. The Company has made clear to the Allottee/s that it shall be carrying out extensive development activities for many years in future in the Projects and the Allottee/s has confirmed that he/she/they will 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 activities or incidental/relating activities.
9. Any alteration/changes made in the Application form/Allotment Card by the Allottees/s without the prior consent/ approval of the company shall render the application/allotment card as "null and void".
10. 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) beyond the control of the Company 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.
11. If any terms/provision(s) contained herein shall be determined to be void or unenforceable under applicable laws/order/notification, such term/provision shall be deemed amended or deleted in so far as reasonably with the remaining part of the Allotment Certificate & Agreement to the extent necessary to conform to applicable law and the remaining part shall remain valid and enforceable.
12. In case of NRI/People of Indian Origin buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the allottee/s.
13. In case of joint application, the Company may, at its discretion, without any claim from any person shall correspondence with any one of the joint applicant, sufficient for its record.
14. In case of any dispute between the co-allottee/s, the decision from the competent court shall be honored by the Company.
15. The Allottee/s shall keep indemnified the company against all actions, proceedings or any losses, costs, charges, expenses, losses or damage or suffered by or caused to the company, in respect of the Villa, by reason of any breach or non-observance, non-performance of the conditions contained herein by the allottee/s in respect of the Villa and/or due to non-compliance with any regulations and/or non-payment of municipal taxes, charges and other outgoings.
16. 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 courts at Delhi/New Delhi/Ludhiana shall have the jurisdiction in all matters arising out of/touching and/or concerning this application regardless of the place of execution of this application.

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 EIPL and EIPL has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by EIPL, 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)

(Signature of the Co - Applicant)

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

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

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

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

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

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