

Application Form



Life that's picture-perfect



Corporate Off.: SU 12-13, Bhikaji Cama Bhawan, Bhikaji Cama place, New Delhi-66. Tel.: +91-11-26160081/82/83, 41659001. Email: contact@eldecoproperties.com Website: www.eldecogroup.com

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

Sirs,

I / We hereby apply for the allotment of a residential unit as per details given below in your project Eldeco Utopia Sector 93 A, Expressway, Noida.

I / We agree to sign and execute, as and when desired by the company, the Allotment Certificate on the Company's standard format and I / we agree to abide by the terms and conditions of the sale as laid down herein.

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 as stipulated / demanded by the company. My / our particulars are as below:

Applicant's name: _____ Age: _____ yrs.

Father's / Husband's name: _____

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

Father's / Husband's name: _____

Mailing address: _____

Tel.:(R) _____ (o) _____ e-mail: _____

Mobile: _____

Office address: _____

Permanent address: _____

Name/address of Guardian (in case of minor): _____

Relationship: _____

Income tax PAN no.: First applicant: _____

Second applicant: _____

Residential Status - Resident / Non Resident Indian

UNIT DETAILS

Unit no. _____; Floor _____; Type _____; Block _____; Super area _____ sq.ft.; Lawn _____; Terrace _____ sq.ft.; Private Courtyard _____ sq.ft. Private Basement _____

Basic Price: Rs. _____

Payment plan opted: Installment Payment Plan (Plan A) / Down Payment Plan (Plan B)

Signature: Applicant: _____; Co-applicant: _____ Signature of Guardian (in case of minor): _____

FOR OFFICE USE ONLY

Mode of booking: Direct / Agent _____ Location booked: _____

Date of booking : _____ Dealing executive: _____

Checked / verified by : _____

PROCEDURE / TERMS & CONDITIONS FOR ALLOTMENT OF RESIDENTIAL UNIT

A. BOOKING & ALLOTMENT

- For allotment of a residential unit, the applicant has to submit his/her application on the prescribed form indicating the location, size & type of unit required. The application is to be accompanied with the booking amount, as per the payment plan, by an account payee cheque or draft favouring 'Eldeco Infrastructure & Properties Ltd.' payable at New Delhi.
- The allotment is entirely at the sole discretion of the Company and the Company has the right to accept or reject an application without assigning any reason therefor.
- In case of applications made under Power of Attorney or by limited companies, bodies corporate, trusts, etc., a certified copy of the POA and/or the relevant authority, as the case may be, and a certified copy of the Memorandum or Articles of Association and/or bye-laws, where applicable must be lodged separately, unless specifically agreed in writing, with or without such terms and conditions as the Company may deem fit.
- 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 this application shall be treated as cancelled only at the sole discretion of the Company and the earnest money paid by me/s shall stand forfeited.

- For preferentially located units, preferential location charges, as given in the price list, will be payable.
- The timely payment of installments as indicated in the Payment Plan is the essence of the scheme. If any installment as per the schedule is not paid by the due date when it becomes due, the Company will charge 18% interest p.a. on the delayed payment for the period of delay. However, if the same remains in arrears for more than two consecutive months, the allotment will automatically stand cancelled without any prior intimation to the allottee and the allottee will have no lien on the Unit. In such a case, the amount deposited up to 10% of the Basic Price of the unit, constituting the Earnest Money, will stand forfeited and the balance amount paid, if any, will be refunded without any interest. However, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment exceeding two months by charging interest @ 18% per annum and restore the allotment in case it has not been allotted to someone else. In such a situation, an alternate unit, if available, may be offered in lieu of the same. It is clarified that in default case, if part payment is received from any allottee, the Company shall complete all the civil work, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans, geysers etc.) at the pre-paid electricity system or otherwise shall be charged extra at a rate stipulated by the Company. The running costs of the power back-up systems to the apartments shall be proportionately borne by the allottee.
- In case of the applicant, at any time, desires for cancellation of the allotment, it may be agreed to, though, in such a case, 10% of the Basic Price of the unit, constituting the Earnest Money, will be forfeited and the balance, if any, refunded without any interest.
- In case the allottee wants to avail of a loan facility from his employer or financial institutions to facilitate the purchase of the unit applied for, the Company shall facilitate the process subject to the following:
 - The terms of the financing agency shall exclusively be binding and applicable upon the allottee only.
 - The amount to be deposited as IFMS will be sanctioned and disbursed as per the Company's payment schedule but not exclusively on the allottee. In the event of non-compliance or the disbursement getting delayed, the payment to the Company, as per schedule, shall be ensured by the buyer, failing which, the buyer shall be governed by the provision contained in clause 6 as above.
 - In case of default in repayment of dues of the financing agency by allottee, the Allottee authorizes the Company to cancel the unit and repay the amount received till that date after deduction of Earnest Money directly to financing agency on receipt of such request from financing agency without any reference to allottee.

- The allottee shall adhere to the payment plan with out any reminders from the Company. Written notices like reminders, pre-cancellation and cancellation notice are optional for the Company and the allottee shall not claim non-receipt of such notices as a ground for withholding default.

- The specifications for the unit are shown in the specification sheet. Any additional/better specifications for individual unit requested for by the allottee well in time may be provided, at the sole discretion of the Company, if technically feasible, which will be charged extra as demanded by the Company.
- The specifications shown in the specification sheet are indicative only and that the Company may on its own provide additional/better substitute specifications and/or facilities other than those mentioned in the specifications sheet or sale brochures due to technical reasons including non-availability of certain materials of acceptable quality and price or due to popular demand or for reasons of overall betterment of the complex/individual unit. The proportionate cost of such improvements will be borne by the allottee.
- The completion of the unit will be done as per the completion date subject to receiving the entire price and other payments as per the terms of allotment. However, if the allottee opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected. In case the allottee insists for early completion of the flat the Company shall try to do so. In such a case, the amount offered on advance payment shall proportionately be reduced to early completion of the unit shall in any case not be binding on the Company.

- The drawings shown in the sale documents are subject to changes by the architect/Company or if desired by any statutory authority before or during the course of construction without any objection or claim from the allottee. Within the agreed construction cost, the Company shall complete all the civil work, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans, geysers etc.). The unit shall, in particular, comprise of specifications as mentioned in the Specification Sheet. The following facilities will be provided by the Company on extra payment:
 - Expenditure in obtaining clearance from Fire Officer and provision of Fire Fighting System/Equipment as per statutory requirements shall be shared by the allottees proportionately.
 - Expenditure on the provision of common Satellite TV system (including cabling), telephone system, security system, LPG piped gas system, intercom system or any other common facility provided by the Company shall be proportionately borne by the allottees.
 - The stand-by generator for running the lifts, tube well and water pump shall be provided by the Company without any extra cost but if any generator motor lines or any other power back-up system is provided within the residential units, the cost of the same shall be charged extra at a rate stipulated by the Company. The running costs of the power back-up systems to the apartments shall be proportionately borne by the allottee over and above the general maintenance charges.
 - The cost of External Electrification of the complex, which includes proportionate cost of the external supply cable, stand-station, cost of transformer, main electrical panel and cost of cables up to the distribution box will be paid by the allottees in proportionate basis.
 - The Company may construct servant rooms (domitorios) and storage spaces within the complex. The consideration cost of these spaces will be charged extra at a rate notified at the time of offer.
 - The allottees shall be offered membership of the recreational club, in the complex at an extra charge but will not have any ownership right on the club or club laws. The allottee will have to abide by the terms of membership of the club including payment of recurring annual/monthly charges as well as usage charges.
 - Usage rights of covered and open parking spaces shall be allotted on extra cost as fixed by the Company. Further, one parking is compulsory. Allottee agrees to abide by the Company Parking Policy.

- (a) On completion of building/allotted unit/offer of possession, whichever is earlier, an Interest-Free Maintenance Security (IFMS), toward security for promptly paying the maintenance bills and other charges, shall be payable by the allottee to the Company.
- (b) The amount to be deposited as IFMS will be intimated to the allottee by the Company and can be revised from time to time. The amount mentioned in the Price List or any literature / correspondence is indicative and can be modified at the time of offer of possession.
- (c) The Allottee upon completion of the said unit or offer of possession, whichever is earlier, agrees to enter into a maintenance agreement with the Association / body of apartment owners or any other nominee/agency/association(s) or other body (hereinafter referred to as the 'Maintenance Agency') as may be appointed / nominated by the Company from time to time for the maintenance and upkeep of the said plot/said building. The date of commencement of maintenance and upkeep of the Complex or part thereof shall be intimated by the Company to the allottee and the maintenance charges will be reckoned from that date.

- (d) The allottee is liable to pay monthly maintenance charges as demanded by the Company / Maintenance agency, irrespective whether of the allottee is in occupation of the apartment or not, within a period of 7 days of demand. The Company / Maintenance agency reserves the right to enhance the maintenance amount payable by way of further one time, annual or monthly charge. In case of delay in monthly/quarterly/yearly maintenance charges within this period, interest @ 18% p.a. shall be charged for the period of delay. Maintenance charge may be realized in a pre-paid manner by integrating them into the pre-paid electricity system or otherwise shall be charged extra at a rate stipulated by the Company.
- (e) 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 the 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, power/power backup, piped gas connections and disbarment from usage of any of all common facilities within the complex. The Company may also, apart from other remedies open to it, restrict or object to the transfer of the unit/allotment by the allottee.
- (f) The Company/Maintenance Agency shall maintain the Complex till the maintenance is handed over to the Allottees Association or a period of 1 year from the date of completion of the complex or unit, whichever is earlier. The Company is not bound to maintain the complex beyond a period of one year after from the date of offer of possession. It is only by playing the role of maintenance facilities till that period. If the Association fails to take over the maintenance within that period, Company is authorized to cease the maintenance and return the IFMS net of default of maintenance charges and interest to individual allottees and discontinue maintenance of the complex. 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 then and there be returned to the Company without creating any liability to either provide maintenance or interest on the amount. It is clarified that in the event maintenance is not handed over to the Association within the prescribed timeframe, the refund of IFMS by the Company to individual allottees is not compulsory but at the Company's discretion, i.e. it will retain IFMS till it manages the maintenance.

- The maintenance of the residential unit including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the responsibility of the allottee from the date of the possession. Further, the allottee will neither himself do nor permit anything to be done which damages any part of the building, the staircases, shafts, common passages etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottees.
- Applicant is signing this application with the full knowledge that the building plans for the building in which the apartment applied for is located is not yet sanctioned by the competent authority. Applicant has instructed the Company that if for any reason including non-sanction of the building plans, the Company is not in a position to finally allot an apartment applied for within a period of one year from the date hereof, applicant would like to have refund of the amount deposited with simple interest at the rate of 9% per annum calculated for the period for which the said amount has been lying with the Company.

- The IFMS shall become payable within 30 days from the date of offer of possession by the Company, whether or not the allottee takes possession of his/her unit. In case of delay in payment of IFMS within this period, interest @ 18% p.a. shall be charged for the period of delay.
 - It shall be the responsibility of the allottee to form and join an Association comprising of the allottees for the purpose of management and maintenance of the complex.
 - The Company may construct servant rooms (domitorios) and storage spaces within the complex. The consideration cost of these spaces will be charged extra at a rate notified at the time of offer.
 - The allottees shall be offered membership of the recreational club, in the complex at an extra charge but will not have any ownership right on the club or club laws. The allottee will have to abide by the terms of membership of the club including payment of recurring annual/monthly charges as well as usage charges.
 - Usage rights of covered and open parking spaces shall be allotted on extra cost as fixed by the Company. Further, one parking is compulsory. Allottee agrees to abide by the Company Parking Policy.

- Only common services shall be transferred to the Association. Facilities like parking, shopping, club, storage spaces, servant rooms, swimming pool, terraces etc. shall not be handed over to the association and will be owned by the Company or its any agency or individual. As the case may be on any terms, the Company would deem fit.
- The allottee may undertake minor or internal alterations to the structure (columns, beams, slabs etc.) of the block or the unit or to any part of adjacent units. In case damage is caused to an adjacent unit or common area, the allottee will get the same repaired falling which the cost of repair may be deducted from the allottee's IFMS.
- The allottee shall not use or allow to be used by the unit for any non-residential purpose or any activity that may cause nuisance to other allottees in the complex.
- The allottee may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee to get the name of his/her non-resident sub-tenant in his/her place subject to such terms and conditions and charges as the Company may impose and on payment of such transfer fee as may be prescribed by the Company. The allottee shall be solely responsible and liable to pay for all legal, monetary, taxes, fee or charges including stamp duty as may be levied present or future by any authority / Department or any other consequences that may occur from such maintenance. In the event of any imposition of such executive instructions at any time after the date of this application to restrict notification / transfer / assignment of the allotted apartment by any authority, the Company will have to comply with the same and the Allottee has specifically noted the same.
- The development of the premises is subject to force-majeure clause, which includes delay for any reason beyond the control of the Company like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession as a result of any notice, order, rule, notification of the Government/ Court of law/ Public/ Competent Authority or any other reason beyond the control of the Company & any of the aforesaid entities, the Company shall be entitled to use alternative/ substitute materials without any claim from the allottee.
- In case of any dispute between the co-allottees, the decision of the competent court shall be conclusive to the Company.
- The amounts paid by the allottee to the Company to the extent of 10% of the Basic Price of the unit shall constitute the Earnest Money which may be forfeited in case of non-fulfillment of terms of allotment.
- The allottee has fully satisfied himself/ herself about the interest and the title of the Company in the said land on which the unit as part of a group housing scheme is being constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the allottee in this respect.
- The allottee(s) has applied for allotment of a residential apartment with full knowledge of the laws/notifications and rules applicable to this area in general and this project in particular which have been explained by the Company and understood by him/her.
- The Company has made clear to the Allottee that it shall be carrying out extensive developmental/construction activities for many years in future in the entire area falling outside the land beneath the said building, in which his/her area is located and that the Allottee has confirmed that he/she will not raise any objection or make any claims or default any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her due to such developmental/construction activities or incidental / relating activities.
- The allottee agrees and undertakes that he shall, on taking possession of the unit or before, have no right to object to any company's construction or continuing to construct other buildings adjoining the said residential unit. The allottee agrees that in case at any stage further construction in the complex becomes possible, the Company shall have sole right to undertake and dispose of such construction without any objection or claim from the allottee. The allottee shall not object to any other construction of such increase in construction including additional floors in the allottee's construction or adjacent tower, addition of new blocks in the layout reduction in green area etc.
- All charges payable to various departments for obtaining service connections to the residential unit like electricity, telephone, water etc. and the allottee's security deposits for sanction and release of such connections as well as informal charges pertaining thereto will be payable by the allottee. The Company may pay such charges in bulk or individually and also includes to reimburse proportionately.
- In case of joint application, the Company may, at its discretion, without any claim from any person deem correspondence with / signature of any one of the joint allottees sufficient for its record.
- For all intents and purposes, singular includes plural and masculine includes feminine.
- In case of NRI buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be imposed shall be the responsibility of the allottee.
- THE allottee agrees, assures and undertakes to pay to the Company, on demand, such amount, which may be levied, charged or imposed, at any time in future, on account of tax, duty, charges, cess, fee, etc. by any local administration, State Government, Central Government by virtue of any notification or amendment in the existing laws and the same becomes payable by the Company during the performance of the present agreement.
- It shall be mandatory on the Applicant(s) to provide Pan No/GIR No/Form 60 (duly completed in all respects) while filling in the application form. In the absence of the same, the Allotment Card and Agreement shall not be issued. For delay arising on account of incomplete form, the payment schedule shall not be affected and the Applicant(s) / Allottee(s) shall be liable to pay the interest accruing on this delay. Further the applicant takes complete responsibility of not furnishing the PAN and agrees to indemnify the Company for any consequences thereof. Application / Allotment may be cancelled due to default on this count and the money received till date refunded.
- In case of any dispute arising out of touching upon or in relation to the terms of this application and/or allotment certificate & agreement including the interpretation & 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 referred through arbitration. The arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. A sole arbitrator who shall be Company Secretary of the Company shall hold the arbitration proceedings at an appropriate location in New Delhi. The allottee hereby certifies that he/she shall have no objection to this appointment. The Courts at Delhi alone & the High Court at Delhi alone shall be jurisdiction in all matters arising out of / touching and/or concerning this application and/or the Allotment Certificate imposed on construction/ real estate industry of this application which is deemed to be at New Delhi.
- The allottee expressly agrees to bear the impact of service tax imposed on residential / real estate industry proportionate to the share.

- The basis of calculating the proportionate charges payable by any allottee will be the proportion of the super up area of his unit to the total super area of all units affected by that charge.
- The address given in the application form shall be his final unless any subsequent change has been intimated under Regd. AD letter. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the allottee.
- The allottee may undertake minor or internal alterations to his unit only with the prior written approval of the Company. The Allottee shall not be allowed to effect any of the following changes/alterations:
 - Changes which may cause damage to the structure (columns, beams, slabs etc.) of the block or the unit or to any part of adjacent units. In case damage is caused to an adjacent unit or common area, the allottee will get the same repaired falling which the cost of repair may be deducted from the allottee's IFMS.
 - Changes that may affect the facade or common areas of the building (e.g. changes in windows, temporary with external treatment, changing of window positions, changing the paint colour of balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
 - Making encroachments on the common spaces in the building.
 - Allottees have to install the air conditioning unit as per provisions made in the unit by architect and approved by the Company. If any allottee deviates from the plan and effect dismantling on the external side, he has to remove and make good at his own cost or the Company will do in the cost incurred will be adjusted in the security deposit and/or the pre-paid electricity bill.
- The allottee shall not use or allow to be used by the unit for any non-residential purpose or any activity that may cause nuisance to other allottees in the complex.
- The allottee may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee to get the name of his/her non-resident sub-tenant in his/her place subject to such terms and conditions and charges as the Company may impose and on payment of such transfer fee as may be prescribed by the Company. The allottee shall be solely responsible and liable to pay for all legal, monetary, taxes, fee or charges including stamp duty as may be levied present or future by any authority / Department or any other consequences that may occur from such maintenance. In the event of any imposition of such executive instructions at any time after the date of this application to restrict notification / transfer / assignment of the allotted apartment by any authority, the Company will have to comply with the same and the Allottee has specifically noted the same.
- The development of the premises is subject to force-majeure clause, which includes delay for any reason beyond the control of the Company like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession as a result of any notice, order, rule, notification of the Government/ Court of law/ Public/ Competent Authority or any other reason beyond the control of the Company & any of the aforesaid entities, the Company shall be entitled to use alternative/ substitute materials without any claim from the allottee.
- In case of any dispute between the co-allottees, the decision of the competent court shall be conclusive to the Company.
- The amounts paid by the allottee to the Company to the extent of 10% of the Basic Price of the unit shall constitute the Earnest Money which may be forfeited in case of non-fulfillment of terms of allotment.
- The allottee has fully satisfied himself/ herself about the interest and the title of the Company in the said land on which the unit as part of a group housing scheme is being constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the allottee in this respect.
- The allottee(s) has applied for allotment of a residential apartment with full knowledge of the laws/notifications and rules applicable to this area in general and this project in particular which have been explained by the Company and understood by him/her.
- The Company has made clear to the Allottee that it shall be carrying out extensive developmental/construction activities for many years in future in the entire area falling outside the land beneath the said building, in which his/her area is located and that the Allottee has confirmed that he/she will not raise any objection or make any claims or default any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her due to such developmental/construction activities or incidental / relating activities.
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- For all intents and purposes, singular includes plural and masculine includes feminine.
- In case of NRI buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be imposed shall be the responsibility of the allottee.
- THE allottee agrees, assures and undertakes to pay to the Company, on demand, such amount, which may be levied, charged or imposed, at any time in future, on account of tax, duty, charges, cess, fee, etc. by any local administration, State Government, Central Government by virtue of any notification or amendment in the existing laws and the same becomes payable by the Company during the performance of the present agreement.
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- In case of any dispute arising out of touching upon or in relation to the terms of this application and/or allotment certificate & agreement including the interpretation & 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 referred through arbitration. The arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. A sole arbitrator who shall be Company Secretary of the Company shall hold the arbitration proceedings at an appropriate location in New Delhi. The allottee hereby certifies that he/she shall have no objection to this appointment. The Courts at Delhi alone & the High Court at Delhi alone shall be jurisdiction in all matters arising out of / touching and/or concerning this application and/or the Allotment Certificate imposed on construction/ real estate industry of this application which is deemed to be at New Delhi.
- The allottee expressly agrees to bear the impact of service tax imposed on residential / real estate industry proportionate to the share.

- The basis of calculating the proportionate charges payable by any allottee will be the proportion of the super up area of his unit to the total super area of all units affected by that charge.
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- The allottee may undertake minor or internal alterations to his unit only with the prior written approval of the Company. The Allottee shall not be allowed to effect any of the following changes/alterations:
 - Changes which may cause damage to the structure (columns, beams, slabs etc.) of the block or the unit or to any part of adjacent units. In case damage is caused to an adjacent unit or common area, the allottee will get the same repaired falling which the cost of repair may be deducted from the allottee's IFMS.
 - Changes that may affect the facade or common areas of the building (e.g. changes in windows, temporary with external treatment, changing of window positions, changing the paint colour of balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
 - Making encroachments on the common spaces in the building.
 - Allottees have to install the air conditioning unit as per provisions made in the unit by architect and approved by the Company. If any allottee deviates from the plan and effect dismantling on the external side, he has to remove and make good at his own cost or the Company will do in the cost incurred will be adjusted in the security deposit and/or the pre-paid electricity bill.
- The allottee shall not use or allow to be used by the unit for any non-residential purpose or any activity that may cause nuisance to other allottees in the complex.
- The allottee may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee to get the name of his/her non-resident sub-tenant in his/her place subject to such terms and conditions and charges as the Company may impose and on payment of such transfer fee as may be prescribed by the Company. The allottee shall be solely responsible and liable to pay for all legal, monetary, taxes, fee or charges including stamp duty as may be levied present or future by any authority / Department or any other consequences that may occur from such maintenance. In the event of any imposition of such executive instructions at any time after the date of this application to restrict notification / transfer / assignment of the allotted apartment by any authority, the Company will have to comply with the same and the Allottee has specifically noted the same.
- The development of the premises is subject to force-majeure clause, which includes delay for any reason beyond the control of the Company like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession as a result of any notice, order, rule, notification of the Government/ Court of law/ Public/ Competent Authority or any other reason beyond the control of the Company & any of the aforesaid entities, the Company shall be entitled to use alternative/ substitute materials without any claim from the allottee.
- In case of any dispute between the co-allottees, the decision of the competent court shall be conclusive to the Company.
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- The allottee has fully satisfied himself/ herself about the interest and the title of the Company in the said land on which the unit as part of a group housing scheme is being constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the allottee in this respect.
- The allottee(s) has applied for allotment of a residential apartment with full knowledge of the laws/notifications and rules applicable to this area in general and this project in particular which have been explained by the Company and understood by him/her.
- The Company has made clear to the Allottee that it shall be carrying out extensive developmental/construction activities for many years in future in the entire area falling outside the land beneath the said building, in which his/her area is located and that the Allottee has confirmed that he/she will not raise any objection or make any claims or default any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her due to such developmental/construction activities or incidental / relating activities.
- The allottee agrees and undertakes that he shall, on taking possession of the unit or before, have no right to object to any company's construction or continuing to construct other buildings adjoining the said residential unit. The allottee agrees that in case at any stage further construction in the complex becomes possible, the Company shall have sole right to undertake and dispose of such construction without any objection or claim from the allottee. The allottee shall not object to any other construction of such increase in construction including additional floors in the allottee's construction or adjacent tower, addition of new blocks in the layout reduction in green area etc.
- All charges payable to various departments for obtaining service connections to the residential unit like electricity, telephone, water etc. and the allottee's security deposits for sanction and release of such connections as well as informal charges pertaining thereto will be payable by the allottee. The Company may pay such charges in bulk or individually and also includes to reimburse proportionately.
- In case of joint application, the Company may, at its discretion, without any claim from any person deem correspondence with / signature of any one of the joint allottees sufficient for its record.
- For all intents and purposes, singular includes plural and masculine includes feminine.
- In case of NRI buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be imposed shall be the responsibility of the allottee.
- THE allottee agrees, assures and undertakes to pay to the Company, on demand, such amount, which may be levied, charged or imposed, at any time in future, on account of tax, duty, charges, cess, fee, etc. by any local administration, State Government, Central Government by virtue of any notification or amendment in the existing laws and the same becomes payable by the Company during the performance of the present agreement.
- It shall be mandatory on the Applicant(s) to provide Pan No/GIR No/Form 60 (duly completed in all respects) while filling in the application form. In the absence of the same, the Allotment Card and Agreement shall not be issued. For delay arising on account of incomplete form, the payment schedule shall not be affected and the Applicant(s) / Allottee(s) shall be liable to pay the interest accruing on this delay. Further the applicant takes complete responsibility of not furnishing the PAN and agrees to indemnify the Company for any consequences thereof. Application / Allotment may be cancelled due to default on this count and the money received till date refunded.
- In case of any dispute arising out of touching upon or in relation to the terms of this application and/or allotment certificate & agreement including the interpretation & 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 referred through arbitration. The arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. A sole arbitrator who shall be Company Secretary of the Company shall hold the arbitration proceedings at an appropriate location in New Delhi. The allottee hereby certifies that he/she shall have no objection to this appointment. The Courts at Delhi alone & the High Court at Delhi alone shall be jurisdiction in all matters arising out of / touching and/or concerning this application and/or the Allotment Certificate imposed on construction/ real estate industry of this application which is deemed to be at New Delhi.
- The allottee expressly agrees to bear the impact of service tax imposed on residential / real estate industry proportionate to the share.

- The basis of calculating the proportionate charges payable by any allottee will be the proportion of the super up area of his unit to the total super area of all units affected by that charge.
- The address given in the application form shall be his final unless any subsequent change has been intimated under Regd. AD letter. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the allottee.
- The allottee may undertake minor or internal alterations to his unit only with the prior written approval of the Company. The Allottee shall not be allowed to effect any of the following changes/alterations:
 - Changes which may cause damage to the structure (columns, beams, slabs etc.) of the block or the unit or to any part of adjacent units. In case damage is caused to an adjacent unit or common area, the allottee will get the same repaired falling which the cost of repair may be deducted from the allottee's IFMS.
 - Changes that may affect the facade or common areas of the building (e.g. changes in windows, temporary with external treatment, changing of window positions, changing the paint colour of balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
 - Making encroachments on the common spaces in the building.
 - Allottees have to install the air conditioning unit as per provisions made in the unit by architect and approved by the Company. If any allottee deviates from the plan and effect dismantling on the external side, he has to remove and make good at his own cost or the Company will do in the cost incurred will be adjusted in the security deposit and/or the pre-paid electricity bill.
- The allottee shall not use or allow to be used by the unit for any non-residential purpose or any activity that may cause nuisance to other allottees in the complex.
- The allottee may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee to get the name of his/her non-resident sub-tenant in his/her place subject to such terms and conditions and charges as the Company may impose and on payment of such transfer fee as may be prescribed by the Company. The allottee shall be solely responsible and liable to pay for all legal, monetary, taxes, fee or charges including stamp duty as may be levied present or future by any authority / Department or any other consequences that may occur from such maintenance. In the event of any imposition of such executive instructions at any time after the date of this application to restrict notification / transfer / assignment of the allotted apartment by any authority, the Company will have to comply with the same and the Allottee has specifically noted the same.
- The development of the premises is subject to force-majeure clause, which includes delay for any reason beyond the control of the Company like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession as a result of any notice, order, rule, notification of the Government/ Court of law/ Public/ Competent Authority or any other reason beyond the control of the Company & any of the aforesaid entities, the Company shall be entitled to use alternative/ substitute materials without any claim from the allottee.
- In case of any dispute between the co-allottees, the decision of the competent court shall be conclusive to the Company.
- The amounts paid by the allottee to the Company to the extent of 10% of the Basic Price of the unit shall constitute the Earnest Money which may be forfeited in case of non-fulfillment of terms of allotment.
- The allottee has fully satisfied himself/ herself about the interest and the title of the Company in the said land on which the unit as part of a group housing scheme is being constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the allottee in this respect.
- The allottee(s) has applied for allotment of a residential apartment with full knowledge of the laws/notifications and rules applicable to this area in general and this project in particular which have been explained by the Company and understood by him/her.
- The Company has made clear to the Allottee that it shall be carrying out extensive developmental/construction activities for many years in future in the entire area falling outside the land beneath the said building, in which his/her area is located and that the Allottee has confirmed that he/she will not raise any objection or make any claims or default any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her due to such developmental/construction activities or incidental / relating activities.
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