



APPLICATION
F O R M



CORPORATE OFFICE : 2nd Floor, Eldeco Corporate Chamber - I, Vibhuti Khand, (opp. Mandi Parishad), Gomti Nagar, Lucknow - 226 010.

Tel.: 4039999 **Fax :** 0522-4039900 **E-mail :** eldeco@eldecousing.co.in

NEW DELHI : 201-212, 2nd Floor, Plot No. 3, Splendor Forum, District Centre, Jasola. **Tel.:** 011-40655000 **Fax :** 011-40655111.

E-mail : contact@eldecoproperties.com

KANPUR : Virendra Smriti Complex, 15/54-B, Civil Lines. **Tel. :** 2304513, 2303063 ; **Fax. :** 0512-2303063. **Website :** www.eldecogroup.com.

To,
ELDECO HOUSING AND INDUSTRIES LIMITED
2nd Floor, Eldeco Corporate Chamber - I, Vibhuti Khand,
(opp. Mandi Parishad), Gomti Nagar, Lucknow.



Dear Sir,

I/We, hereby apply to purchase the unit as per details given below in your project **Eldeco Empeur, New Hyderabad, Lucknow**, and agree to abide by the terms and conditions of the scheme given under:

Applicant's Name (*in capital letters*).....Age.....years.

Father's / Husband's Name

Co-applicant's Name.....Age.....years.

Father's/Husband's Name.....

Name & Address of Guardian (*in case of minor*).....

.....

Address of the applicant.....

.....

Occupation.....Yearly Income..... I.T.Pan No.....

Telephone No. (Office).....(Resi.).....Mobile.....

E-mail ID.....

Details of Unit Applied For

Name of Scheme **ELDECO EMPEREUR**

Unit No.Floor..... Accommodation.....

Super Built-up Areasq. mt.....sq. ft. Terrace Area.....sq. mt.....sq. ft.

Payment Plan Roof Terrace Area.....sq. mt.....sq. ft.

Basic Cost (Rs.)

I am enclosing herewith a sum of Rs. in Cash/Cheque/Draft No.

dated.....drawn onpayable at.....Lucknow, as booking amount.

Payment Schedule of Basic Cost

Booking Amount paid vide Receipt No.Rs.....

a) Monthly/Quarterly installment of Rs.Starting from

b) Lumpsum Payment of Rs. Payable on.....

c) Lumpsum Payment of Rs. Payable on.....

d) Possession Offer

Signature of Applicant(s)

1

2

Date

FOR OFFICE USE ONLY

Direct / Property AgentFile No.

PROCEDURE/TERMS & CONDITIONS FOR ALLOTMENT OF FLAT IN ELDECO EMPEREUR, NEW HYDERABAD, LUCKNOW

BOOKING / ALLOTMENT

1. For allotment, 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 A/c payee cheque or draft drawn in favour of **ELDECO HOUSING & INDUSTRIES LTD.** on any bank, payable at Lucknow.
2. The final allotment is entirely at the discretion of the Company and the company has the right to reject any application without assigning any reason thereof.

PAYMENTS

3. The timely payment of installments, as indicated in the Payment Schedule, is the essence of the scheme. If any installment as per schedule is not paid by the 10th of the month when it becomes due, the Company will charge 15% interest per annum for the delayed payment. Further, if the same remains in arrear for more than three consecutive months, the allotment will automatically stand CANCELLED without any prior intimation to the allottee and he will have no lien on the allotted unit. The amount paid by the allottee over and above 5% of the cost of the unit will be refunded without any interest. The amount deposited up to 5% of the cost will stand forfeited. However, in exceptional and genuine circumstances, the Company may at its sole discretion, condone the delay in payment exceeding 3 months by charging compensation @18% per annum and restore the allotment in case the allotted unit has not been allotted to someone else on the waiting list. Alternate unit, if available, may also be offered in lieu.
4. In case the applicant at any time desires for cancellation of the allotment, it may be agreed to but 5% of the cost of the unit will be forfeited and the balance, if any, refunded without any interest.
5. In case the allottee wants to avail of loan facility from his employer or any finance agency, to facilitate the purchase of unit applied for, the Company shall extend all possible help without getting involved in any financial commitment and terms of financing agency which shall exclusively be binding and applicable upon the allottee only.
6. In case the allottee opts to pay the agreed cost through arranging loan as above and subsequently the loan is not granted or delayed for any reason whatsoever, the payment to the Company as per schedule, shall be ensured by the buyer, failing which the buyer shall be governed by the provisions contained in Clause 3 as above.

COMPLETION / CONSTRUCTION OF FLAT

7. Specifications for the flats are shown in the specification sheet. Any additional specifications or items, as may be required by the allottee, will be charged extra for which the buyer shall have to specify in writing well in time.
8. The completion of the flat will be done as per the completion date subject to receiving the entire cost 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 on early completion of his flat, the Company shall try to do the same, and in such a case, if the flat is completed by the company ahead of schedule, the discount offered on advance payment shall proportionately be reduced but early completion of the flat shall in any case not be binding on the Company.
9. The drawings shown in the sale document are subject to changes by the architect/Company before or during the course of construction without any objection or claim by the allottee. Within the agreed consideration cost, the Company shall complete all the civil work, GI/CI, plumbing, sanitary work, joinery, painting & polishing, internal electrification(excluding bulb, tubes, fan, geysers etc.). The building shall, in particular, comprise of specifications enumerated in the SPECIFICATION sheet. Provisions of the following facilities will be made on extra payment:
 - (a) The cost and expenses of service connections like water, sanitary, sewer and electric connection including securities for sanction and release of such connections, malba and water charges payable to local authorities shall exclusively be borne by the allottee over and above the agreed consideration cost.
 - (b) Expenditure on obtaining clearance from Fire Officer and provision of Fire Fighting System/Equipment as per statutory requirements, will be shared by allottees proportionate to the area of unit allotted.
 - (c) Proportionate expenditure on provision of common T.V. antenna, telephone system, intercom system, air-conditioning, cabling etc. will be shared and paid by the allottees as and when demanded by the Company.
 - (d) Any additional/better specifications for individual units asked for well in time will be provided, if technically feasible, which will be charged extra as demanded by the Company.
 - (e) The stand-by generator for running the lifts & tube well and lighting of common areas shall be provided by the Company without any extra cost but if common generator lines are provided in the flats, the cost of the same shall be proportionately borne by the allottees.
 - (f) The cost of external electrification of the complex, which includes cost of transformer, electrical panels and cost of cable from transformer to panel and from panel to Meter Box will be paid by allottees on sharing basis.
 - (g) The Company may construct storage space for desirous allottees. The consideration cost of the storage space will be charged extra at a rate notified at the time of offer.
 - (h) Covered and open parking space shall be allotted on extra cost as fixed by the Company.

MAINTENANCE

10. (a) (i) On completion of the building/allotted unit possession due date company shall give the offer of possession and shall intimate the amount to be deposited as Lump-sum Deposit (LSD) for the maintenance and upkeep of infrastructure installation like lifts, water supply pumps, firefighting system, EPABX System etc., Maintenance of infrastructure installation means cost of AMC & repairing of break downs.
 - (ii) Maintenance of infrastructure installation shall be done with the interest earned on LSD, if interest earned on LSD falls short to the actual expenses incurred, addition demand on prorata basis shall be raised by the Company or Associations as the case may be.
- (b) (i) Apart of LSD a Monthly Recurring Maintenance Charges (MRMC) proportionate to the area of flat shall be charged for the running & maintenance of common services and spaces of the complex like running of lifts i.e. power consumption and cost of liftman, supply of drinking water i.e. electric bills of water pumps and cost of pump operator, lights in common areas (stairs, corridors, parking, parks etc.) i.e. electric bills and replacement/ repairing of minor defects, cost of sweeper, gardener, security personnels, maintenance of sewerage system or any other facility of common nature.
 - (ii) This Monthly Recurring Maintenance Charges (MRMC) shall be payable from the possession due date, irrespective of fact whether possession of the flat has been taken over or not. This shall be collected by post-dated monthly cheques for an initial period of 3 years at the time of possession & in no circumstances allottees shall stop payment of these P.D. cheques.
 - (iii) If in case actual prorata amount spent on MRMC exceeds to the amount collected through PDC, increased amount shall be billed on monthly basis either by the Company/Agency/Association as the case may be.
- (c) Allottees/occupants Association shall be formed on or before the day of first possession. Initial office bearers will be nominated by the Company for a minimum tenure of one year, which will be reckoned from the date of taking over of the maintenance of the complex by the association.
- (d) It shall be incumbent on each allottee to join the association for the purpose of management and maintenance of the complex, at the time of possession of the flat.
- (e) Company shall handover the responsibility of the maintenance of the complex along with the LSD & balance PDC of MRMC (if any) with in a period of 3 years from the date of first possession or minimum 40% possession are being hand over, whichever is earlier and thereafter association shall maintain the complex and collect the additional amount (if any) from the allottees for the smooth running & maintenance of the complex.

- (f) Common service and appurtenant land of the blocks only shall be transferred to the association. Facilities like club, unsold areas like parking, storage spaces, servant rooms, etc. shall not be handed over to the association and will be owned by the Company or sold to any agency or individual, as the case may be, on any terms as the Company deems fit.
- (g) In no case company shall maintain the Complex more than 36 months from the date of first possession.
- (h) (i) An exclusive recreatio club shall be provided for the allottees/residents of the complex, for that Company shall charge Lump-sum Club membership charge from every allottee. Apart of club membership charges, Company shall be charging monthly subscription charges according to the monthly expenses incurred for the running of facilities provided within the Club.
 - (ii) It shall be incumbent to all the allottee to become the members of the club & pay monthly subscription charges, irrespective of the fact whether he/she is availing the club facilities or not.
 - (iii) Monthly subscription charges shall be payable from the possession due date or from the date of start of club facilities, whichever is later.

POSSESSION

- 11. The lease/sale deed of the subject unit in favour of the buyer shall be executed in due course of time after the entire payment and dues in respect of subject allotment are cleared by the allottee.
- 12. All charges, expenses, stamp duty, official fees etc. towards documentation of sale deed will be borne by the buyer.
- 13. Possession of the unit will be given after execution of lease/sale deed.
- 14. After the possession due date, if an allottee fails to take the physical possession of his unit within the three months of time, the Company would charge 'Chowkidari/ Holding charges', till the date of handing over possession even if the Sale Deed has been executed in favour of the allottee and he/she has not taken the possession.
- 15. If the allottee fails to take the physical possession of his flat within one year of the possession date, the flat would be handed over on as-is-where-is basis and the Company would also charge 'Chowkidari/ Holding charges' along with the interest on maintenance charges and other charges if unpaid.

TERMS OF L.D.A./LOCAL AUTHORITIES

- 16. The flats are being constructed/sold under self-financing scheme on ownership basis, as per the plans approved by the Lucknow Development Authority(L.D.A.).
- 17. Any charges towards external development/betterment/strengthening, as may be demanded at any time by the local authorities, shall be proportionately payable by the allottee.
- 18. All taxes, present or future, on land or building levied by the authority, shall be borne and paid by the allottees from the date of booking or as may be determined by local authority. One-time lease rent/free hold conversion charges, if payable, will be proportionately borne by the allottee.
- 19. All terms and conditions of the MOU/agreement between the Company and L.D.A. will be mutatis mutandis applicable to the allottee.

GENERAL TERMS & CONDITIONS

- 20. Any new tax like service tax etc. imposed on the construction/project/company by the government shall proportionately be charged and payable by the allottee.
- 21. Address given in the application form shall be taken as final unless any subsequent change has been intimated under registered A/D letter. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the allottee.
- 22. The sizes and location given in the plans are tentative and can be modified due to technical and other reasons, e.g. change in position of the unit, its boundaries, dimensions of its area. In case of area variation, plus or minus, necessary adjustment in cost will be made accordingly. The constructed area of the unit shall be measured from outer edge of the wall if it is not common and from centre of the wall if it is common.
- 23. In case a particular unit is omitted or the Company is not able to hand over the same to the intending buyer for any reason beyond their control, the company shall offer alternate unit of the same type and in event of non-acceptability by the allottee or non-availability of alternate unit, the Company shall be responsible to refund only the actual amount received till then and will not be liable to pay any damages or interest whatsoever.
- 24. The allottee shall not be allowed to effect any change/alteration in the allotted flat which may or are likely to cause damage to the permanent structure in the complex, like beams, columns etc. and to the units of the other allottees in the complex. the allottee is also not to make any changes that may affect the facade of the building, like making major changes in the windows, tampering with external treatment, changing of wardrobe position etc. The allottee is also debarred from making encroachments on the common spaces in the building.
- 25. The allottee shall not be using the flat agreed to be transferred for any purpose other than residential.
- 26. The allottee shall have proportionate and undivided joint interest in the land of his flat and land appurtenant on which the block of his flat is built along with land appurtenant of his block only. He shall not own any other part of land of this complex proportionate to the area of his flat and will be governed by U.P. Apartment Act, 1975. However, he shall have right of access through network of roads to reach his block and use of Children Park.
- 27. The allottee shall be offered membership of the recreational Club within the complex at a concessional rate but will not have any ownership right on the Club and Club lawns.
- 28. The central green lawns shall not be used for conducting personal functions such as marriage, birthday parties etc. if any common space is provided in any block for organising meetings and small functions, the same shall be allotted on cost, on sharing basis.
- 29. The allottee shall have no right to park any vehicle other than the space purchased by him for this purpose. he shall have no claim on the basement area in any block, unless allotted to him on payment. Certain common services such as tube well, electrical installations, some road and some of the green areas shall be transferred to the association of the allottees. The Club, commercial area, left out parking spaces, storage spaces shall belong to the Company unless allotted on cost to any individual or Company.
- 30. Development of the premises is subject to force majeure clause which includes delay in completion of the scheme for any reason beyond the control, like non-availability of any building material by means of war, or enemy action or natural calamities or any act of God. In case of delay of possession as a result of any notice, order, rule, notification of the government/public/compenent authority or for any other reason beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time.
- 31. In case of NRI allottees, the provision of Foreign Exchange Management Act, 1999 and any other law as may be prevailing, shall be applicable including requisite permission for acquisition of the subject property.

I/We accept and will abide by all the terms and conditions.

Signature of Applicant (s)

(1)

Dated

(2)