



Date: _____

I / We hereby apply for the allotment of a residential unit as per details given below in your project Eldeco Mansionz, Jawaharpuram, Kanpur.

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.

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) _____

Mobile: _____ E-mail: _____

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. _____; Type _____; Module _____

Plot Area _____ Sq. Yard; _____ Sq. Mt; Built-up Area _____ Sq. ft.

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

1. For allotment of 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 A/c payee cheque or demand draft favouring Eldeco Township & Housing Ltd., payable at Kanpur.
2. The final allotment is entirely at the sole discretion of the company & the company has the right to accept or reject an application without assigning any reason thereof.
3. In case the application is made by corporate body, firm, trust, etc or through any attorney, the same should be accompanied with the certified copy of the memorandum & articles of association / resolution / authority / power of attorney / by laws, as the case may be.
4. It is only after the applicant signs & executes the allotment certificate & agreement on the company's standard format agreeing to abide by the terms and conditions laid down therein the allotment shall become final & binding upon the company. If however, applicant fails to execute & return the allotment certificate & agreement within 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 & the earnest money paid shall stand forfeited.

B. PAYMENTS

5. For preferentially located units, extra charges as applicable shall be payable.
6. 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 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 arrear for more than three 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 upto 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 & genuine circumstances the company may, at its sole discretion, condone the delay in payment exceeding three months by charging interest @ 18% p.a. & restore the allotment in case it has not been allotted to any person (s). In such a situation, an alternate unit, if available, may be offered in lieu of the same.
7. In case 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 & the balance if any, refunded without any interest.
8. 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 agencies shall exclusively be binding upon the allottee only.
 - The responsibility of getting the loan sanctioned and disbursed as per the company's payment schedule will rest exclusively on the allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the company, as per schedule, shall be ensured by the allottee, failing which, the allottee shall be governed by the provisions contained in clause 6 as above. In case of default in repayment of dues of the financing agency by 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 the financing agency without any reference to allottee.

C. CONSTRUCTION / COMPLETION OF VILLAS

9. The specifications for the unit are shown in the specification sheet. Any additional / better specification 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.
10. The specifications shown in the specification sheet are indicative only & the Company may on its own provide additional / better / alternative 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 & price due to popular demand or for reasons of overall betterment of the complex / individual unit. The proportionate cost of such changes will be borne by the allottee.
11. The completion of the unit will be done as per the completion date subject to receiving the entire price & 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 unit the company will try to do the same. In such a case, the discount offered on advanced payment proportionately be reduced but early completion of the unit shall in any case not be binding on the company.
12. The drawings/layout shown in the sale documents are indicative and subject to changes by the architect/ company or if desired by the K.D.A before or during the course of construction without any objection or claim from the allottee. Within the agreed consideration 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 specifications as mentioned in the specification sheet.
 - Expenditure on the provision of proposed common satellite TV system including cabling, telephone system, intercom system, security system, piped gas system or any other common facility provided by the company shall be proportionately borne by the allottees.
 - If common generator lines or any other power backup system is provided within the residential units, the same shall be charged extra at a rate intimated by the company. The running cost of the power backup systems to the units shall be proportionately borne by the allottee over and above the general maintenance charges.
 - The cost of External Electrification of the complex which included proportionate cost of sub station, deposits / charges paid to authorities, cost of transformers, main electrical panel & cost of cables up to the distribution box will be paid by the allottees on proportionate basis.
 - The allottees will be offered compulsory membership of the recreational club in the complex at a prescribed rate 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.

D. MAINTENANCE

13. (a) On completion of building/complex/allotted unit/offer of possession, whichever is earlier, an interest-free Maintenance Security (IFMS), towards 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 by the company.
- (c) The allottee upon completion of the said unit or offer of possession, whichever is earlier, agrees to enter into a maintenance agreement with any association of plot/villa 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/quarterly/yearly maintenance charges as demanded by the company/Maintenance agency, irrespective of whether the allottee is in occupation of the unit or not, within a period of 10 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 maintenance charges within this period interest @ 15% p.a. shall be charged for the period of delay.
- (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 service and the Company/Maintenance Agency 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 debarcment from usage of any or all common facilities within the complex.
- (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 the date of offer of possession. It is only playing the role of maintenance facilitator till that period. If the Association fails to take over the maintenance within that period. Company is 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 lie with the Company without creating any liability to either provide maintenance or interest on the money.
- (g) The date of commencement of maintenance and upkeep of the complex or thereof shall be intimated by the company to the Allottee and the maintenance charges will be reckoned from that day.
14. The maintenance of the residential unit including all walls and partitions, sewers, drains, Pipes, attached lawn and terrace areas shall be the exclusive 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 adjacent unit/s etc. or violates the rules or bye-laws of the local Authorities or the Association of Allottees.
15. 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 @ 15% p.a. shall be charged for the period of delay.
16. It shall be incumbent on each allottee to form and join an Association comprising the allottees for the purpose of management and maintenance of the complex.
17. Only common services shall be transferred to the Association. Facilities like, Roads, Parks, Storage Spaces, Servant Quarters, Convenience Shopping, Parking Slots, Space for Schools (If provided) etc. shall not be handed over to the association and will be owned by the Company and may be sold / handed over to any agency or individual as the case may be on any terms & conditions as the Company would deem fit.
18. The lawns and other common areas shall not be used for conducting personal functions such as marriages, parties & for playing cricket, football etc. If any common space is provided in any block for organizing meeting and small functions, the same shall be used on payment basis.
19. The allottee will allow the complex maintenance teams to have full access to and through his unit and terrace area for the periodic inspection, maintenance and repair of any common services therein.

E. POSSESSION

20. The sale deed of the unit shall be got executed in favour of the allottee by the Company after the entire payment and dues in respect of the allotment are cleared by the allottee.
21. All charges, expenses, stamp duty, official fees etc, towards sale deed, including documentation, will be borne by the allottee. If the company incurs any expenditure towards the registration of the unit, the same will be reimbursed by the allottee to the Company. In case the stamp duty or other charges payable by the allottee to the authorities at the time of registration is discounted due to reason of prior payment of some / all charges by the company, such discount availed by the allottee shall be reimbursed to the Company prior to registration.
22. The possession of the unit will be given after execution of the sale deed.
23. The allottee shall get exclusive possession and title of the land and of the built-up area of his unit through a Sale Deed. The allottee shall have no right, interest or title in the remaining part of the complex such as club, parking, park etc. except the right of ingress and egress in the common approach roads. The land for other common facilities shall remain the property of the company. The right of usage of complex facilities is subject to observance by allottee of covenants herein and upto date payments of all dues.
24. The built-up area of the unit shall be measured from edge of the wall if it is not common and from the center of the wall if it is common. Built-up area will include 100% of balcony area, 100% of that part of terrace area which is covered by projection and 50% area of projection at slab level.
25. The allottee has seen and accepted the plans, designs, specifications which are tentative and the allottee authorizes the Company to effect suitable and necessary alterations / modifications in the layout plan/building plans, designs and specifications as the Company may deem fit or as directed by any competent authority (ies). The final areas of unit will be intimated after final physical measurement and after construction of the unit. In case of variation in actual area vis-avis booked area, necessary adjustments in cost, plus or minus, will be made at the rate prevalent at the time of allotment. Similar measurements and calculations will be done for the land area also.
26. The sizes given in plans are tentative and can be modified due to change in the plan due to technical and other reasons e.g. change in position or design of the Unit, number of the Unit, its boundaries, dimensions or its area. The company shall be liable only for cost adjustments arising out of area variations.
27. In case a particular unit is omitted due to change in the plan or the Company is unable to hand over the same to the allottee for any reason beyond its 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 from the allottee till then and will not be liable to pay any damages or interest to the allottee whatsoever. In case any preferentially located unit ceases to be so located, the company shall be liable to refund extra charges paid by the allottee for such preferential location without any damages or compensation. Further, that the layout shown in the sales literature is tentative and is subject to change without any objection from the allottee.
28. The possession period agreed upon is only indicative and the company may offer possession before the due date. That the allottee has to take possession of the unit within 60 days of the written offer of possession from the Company failing which the unit shall lie at the risk and cost of the allottee. Further the allottee shall be liable to pay Holding Charges, at the rate to be intimated by the company, in addition to his proportionate share of all the other charges, to the Company

- for the period of delay in taking over actual possession of the unit after the expiry of the said period of 60 days.
29. The allottee after taking possession of the Unit shall have no claim against the company in respect of any item of work in the unit, which may be said to have been carried out or for non-compliance of any designs, specifications, building material or any other reason whatsoever.
30. The Allottee has specifically agreed that if due to any change in the layout/building plan, the unit becomes preferentially located then allottee shall be liable and agree to pay as demanded by the company additional preferential location charges as applicable for such preferentially located units. Similarly if a unit ceases to be preferentially located, the company at the most be liable to refund preferential location charges (PLC), if any prevalent at the time of booking.
31. The allottee agrees that, if as a result of any legislation, order or rule made or issued by the Govt. or any other Authority or is competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Unit/said building 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 majeure conditions, the company, after provisional and / or final allotment, is unable to deliver the unit 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. GENERAL TERMS & CONDITIONS

32. The basis of calculating the proportionate charges payable by allottee will be the proportion of the area of his total land area of all units affected by that charge.
33. The address given in the application form shall be taken as final unless any subsequent change has been intimated through Regd A/D letter. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the allottee:
34. Allottee may undertake internal alterations / expansions in his unit only within the governing bylaws & with the prior written approval of the Company. The allottee shall not be allowed to affect any of the following changes /alterations.
- Changes which may cause damage to the structure (columns, beams, slabs etc) of any part of adjacent units. In case damage is caused to an adjacent unit or common area, the allottee will get the same repaired failing which the cost of repair may be deducted from the allottee IFMS.
 - Changes that may affect the façade of the unit (eg changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structure, hanging or painting of signboards etc.)
 - Making encroachments on the common space in the complex.
35. The allottee shall not use or allow to be used the unit for any non-residential /commercial purposed or any activity that may cause nuisance to other allottees in the complex.
36. The Company may, at its sole discretion and subject to applicable laws and notifications or any government direction as may be in force, permit the Allottee to get the name of his / her nominee substituted 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 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 apartment by any authority, the Company will have to comply with the same and the Allottee has specifically noted the same.
37. 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 events, the Company shall be entitled to reasonable extension of time. In case of non-availability of materials at reasonable cost including those materials mentioned in the specification sheet, the Company will be entitled to use alternative/substitute materials without any objection/claim from the allottee.
38. In case of NRI 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.
39. 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.
40. The allottee has fully satisfied himself/herself about the interest of the Company in the said land on which the unit 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.
41. The Company's sale brochures/CD walk through are purely conceptual and are not a legal offering. Further the Company reserves the right to add/delete any details/specifications/elevation.
42. The allottee agrees and undertakes that he shall, on taking possession of the unit or before, have no right to object to the company constructing 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 or the adjacent unit becomes possible, the Company shall have sole right to undertake and dispose of such construction without any objection or claim from the allottee. The company has a right to alter the plans of the complex/adjacent unit without any objection or claim from the allottee.
43. All charges payable to various departments for obtaining service connections to the residential unit like electricity, telephone, sewer water etc, including security deposits for sanction and release of such connections as well as informal charges pertaining thereto will be payable by the allottee.
44. In case of joint application, the Company may, at its discretion, without any claim from any person deem correspondence with any one of joint allottees sufficient for its record.
45. In case of any dispute between the co-allottees, the decision from the competent court shall be honored by the Company.
46. The Courts of Kanpur alone shall have jurisdiction for adjudication of all matters arising out or in connection with this agreement.
47. The allottee(s) has applied for allotment of a residential unit with full knowledge of all 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.
48. Any new tax like service tax, trade tax etc. imposed on the construction/project/company by the government shall proportionately be charged and payable by the allottee.
49. The allotment can be transferred (subject to approval of loaning agency in case of loan) after paying transfer charges as per company rule.
50. 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/complex, in which his/her unit is located and that the allottee has confirmed that he/she 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 development/Construction activities or incidental/relating activities.
51. That the allottee agrees, assure and undertakes to pay pro-rata to the Company, on demand, such amount, which may be levied, charged or imposed, at any

- date after the date of booking, 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.
52. It shall be mandatory on the Applicant(s) to provide PAN No. / GIR No. / Form 60 (Duly complete in all respects) while filling in the application form. In the absence of the same, the Allotment Card and Agreement may not be issued. For delay arising on account of incomplete form, the payment schedule shall not be affected and the applicants(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 No. and agrees to indemnify the Company for any consequences thereof.
53. All or any disputes arising out or touching upon or in relation to the terms of this application and/or Allotment Certificate & Agreement including the interpretation and validity of the terms thereof and the respective rights and objections of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceeding shall be governed by the Arbitration and 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 Kanpur. The allottee hereby confirms that he/she shall have no objection to this appointment. The courts at Kanpur alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this application and/or Allotment Certificate & Agreement regardless of the place of execution of this application which deemed to be at Kanpur.

G. TERMS OF KDA

54. The houses/villas are being constructed/sold under self-financing scheme. The Kanpur Development Authority has given land to the company on license basis in Jawaharpuram scheme for the development of plots and construction of houses. The land is compulsarily being converted into freehold on payment of freehold conversion charges by the allottee.
55. All taxes or charges, fresh or revised, present or future, on land or building levied by any authority, from the date of booking shall be borne and paid by the allottee.
56. The company shall be responsible for providing internal services within the complex 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, electricity outside the complex to be connected to the internal services are to be provided KDA/Nagar Nigam/Kesco/related govt. authority.
57. All the terms & conditions of allotment of land contained in the licence agreement executed between K.D.A. and the Company shall mutandis mutates be applicable on the buyer.
58. The possession of house will be handed over to the allottee only after execution of sale deed in his/her favour by K.D.A.

Signature: Applicant _____ Co-Applicant : _____

Place : _____

Date : _____