



A P P L I C A T I O N F O R M



Regd. & Corp .: 201-212, 2nd Floor, Splendor Forum, Jasola District Center New Delhi-25. **Tel.:** 40655000/100.
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To,

Eldeco Infrastructure & Properties Limited
201-212, 2nd Floor, Splendor Forum,
Jasola District Center
New Delhi-25.

Date: _____

Sirs,

I / We hereby apply for the allotment of a residential unit as per details given below in your project Eldeco County, Sector-19, GT Karnal Road, Sonapat.

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 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) _____

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.; Built-up Area _____ sft.

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 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 demand draft favouring Eldeco Infrastructure & Properties Ltd. payable at New Delhi/Sonepat.
2. The final 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 thereof.
3. In case the application is made by Corporate Body, Firm, Trust, etc., or through an Attorney, the same should be accompanied with the certified copy of the Memorandum and Articles of Association/ Resolution/Authority / Power of Attorney/ bye-laws, as the case may be.
4. 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 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 shall stand forfeited.

B. PAYMENTS

5. For preferentially located units, extra charges, as applicable shall be payable.
6. Timely payment of instalments as indicated in the Payment Plan is the essence of the scheme. If any instalment as per the schedule is not paid when it becomes due, the Company will charge 24% 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 20% 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 three months by charging interest @ 24% per annum and 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, 20% of the Basic Price of the unit, constituting the Earnest Money, will be forfeited and the balance, if any, refunded without any interest, subject to that the said unit is subsequently allotted to any person (s) and the basic price is received.
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:
 - i) The terms of the financing agency shall exclusively be binding and applicable upon the allottee only.
 - ii) 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.
 - iii) 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.

C. CONSTRUCTION / COMPLETION OF VILLAS

9. 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 Company and if technically feasible, which will be charged extra as demanded by the Company.
10. The specifications shown in the specification sheet are indicative only and 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 and price or 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 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 unit the Company will try to do the same. In such a case, the discount offered on advance payment shall proportionately be reduced but early completion of the unit shall in any case not be binding on the Company.
12. The drawings shown in the sale documents are indicative and subject to changes by the architect/Company or if desired by the D.T.C.P. 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 of specifications as mentioned in the Specification Sheet
 - i) Expenditure on the provision of 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.
 - ii) The stand-by generator for running the tube well and water pump shall be provided by the Company without any extra cost but if common generator lines or any other power back-up system is provided within the residential units, the same shall be charged extra at a rate intimated by the Company. The running costs of the power back-up systems to the units shall be proportionately borne by the allottee over and above the general maintenance charges.
 - iii) The cost of External Electrification of the complex, which includes proportionate cost of sub-station, deposits/charges paid to Authorities, cost of transformer, main electrical panel and cost of cables upto the distribution box will be paid by the allottees on proportionate basis.
 - iv) The allottees may be offered membership of the recreational club in the complex at a Prescribed rate but will not have any ownership right on the club or club lawns. 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.
13. The construction cost component as included in the cast of plot/villa is based on market rate of construction as in Sept. 2006. Any spurt in the cost of

D. MAINTENANCE

14. (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 whether the Allottee is in occupation of the unit 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 maintenance charges within this period, interest @ 24 % 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 services 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 debarment 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 for a period of 1 year from the date of completion of the said unit or offer of possession, whichever is earlier. The Company is not bound to maintain the said complex beyond a period of one year after from the date of offer of possession. The company is only playing the role of maintenance facilitator till that period. The Allottee/s understands that the IFMS lying with the company shall not earn any interest, either real or notional, and no such amount shall be creditable to his/her/their maintenance or any other account and further agrees and undertakes not to raise any claim, dispute etc in this regard. If the association fails to take over the maintenance within that period, Company is authorized to cease the maintenance and return the IFMS after deducting any default of maintenance charges, etc.alongwith the interest accrued thereon and other charges/deposits borne by the company with respect to the said unit to the Allottee and discontinue maintenance of the said complex/said unit. If the allottee fails to accept the said return of IFMS within 15 days of written intimation to such effect, the net of default IFMS shall lie with the company without creating any liability to either provide maintenance or interest on the money. However, the company may manage the maintenance and upkeep of the Said Complex / Said Unit by itself even after the said period of one year and in such an event the company shall retain the IFMS of the Allottee with itself till such time the maintenance is not handed over to the Residents / Allottee's Association.
 - (g) 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.
15. 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.
 16. Applicant is signing this application with the full knowledge that the building plans for the building in which the unit applied for is located are 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 a unit 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.
 17. 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 @ 24% p.a. shall be charged for the period of delay.
 18. i) It shall be incumbent on each allottee to form and join an Association comprising of the allottees for the purpose of management and maintenance of the complex.
ii) Any deposit paid by the Company for serving utility connections like electricity, water etc. will be reimbursed to the Company by the residents welfare Association, which shall adjust the proportionate amount from the allottees maintenance security department.
 19. Only common services shall be transferred to the Association. Facilities like Road, Park, club, storage spaces, swimming pool, central plaza, parks etc. shall not be handed over to the association and will be owned by the Company and may be sold to any agency or individual as the case may be on any terms & conditions as the Company would deem fit.
 20. The central green lawns and other common areas shall not be used for conducting personal functions such as marriages, parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment basis.
 21. i) 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.
ii) Service tax on construction/development of villa/development of colony will be separately and proportionately borne by the allottee over & above the basic cost.

E. TERMS OF HUDA

22. The Company shall be responsible for providing Basic Infrastructure Work. However, external services like water supply network, sewer, storm water drains, roads, and electricity outside the Said Colony to be connected to the internal services are to be provided by DTCP/HUDA/Competent Authority. The Company has made it clear to the Allottee/s that the time frame and quality of execution of external services is beyond its control. The Company shall not have any responsibility for the consequences of delayed or inadequate execution of external services by public agencies.
23. 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 by HUDA.
24. The Company is developing the project alongwith its associate companies and has obtained consent/licence/ approvals from the Govt of Haryana for the Promotion & development of a Residential colony known as Eldeco County in and around villages Nagal Khurd, Kameshpur, Revli Distt. Sonapat, Haryana.
25. The EDC (External Development Charges) and IDC (Infrastructure Development Charges) in respect of the project as determined by DTCP shall also be payable in addition to the basic cost, on pro-rata basis by the allottee. Such charges may be indicated at the time of allotment/later. However, any increase levied on the colony will be borne by the allottee.

F. POSSESSION

26. 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.
27. All charges, expenses, stamp duty, official fees etc. toward sale deed, including documentation, will be borne by the allottee. If the Company incurs any expenditure toward 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.
28. The possession of the unit will be given after execution of the sale deed.
29. 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.
30. The built-up area of the Unit shall be measured from outer 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.
31. 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 booking. Similar measurements and calculations will be done for the land area also. For the purpose of this clause, construction cost will be taken as Rs. 850/- per sft. of the built up area and the remaining cost of the unit shall be assumed to be cost of land of the unit.
32. The sizes given in plans are tentative and can be modified 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.
33. 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 the 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.
34. The possession period agreed upon is only indicative and the Company may offer possession before that 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 rates 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.
35. 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 not to have been carried out or for non-compliance of any designs, specifications, building material or any other reason whatsoever.
36. The allottee has specifically agreed that if due to any changes in the layout/building plan, the unit becomes preferentially located, then the Allottee shall be liable and agrees 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 will be liable to refund Preferential location charges (PLC), if any, prevalent at the time of booking.
37. The Allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or 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.

G. GENERAL TERMS AND CONDITIONS

38. The basis of calculating the proportionate charges payable by any allottee will be the proportion of the plot area of his unit to the total land area of all units affected by that charge.
39. 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.
40. Allottee may undertake internal alterations/expansion in 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:
 - i) 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 allottees IFMS.
 - ii) Changes that may affect the facade of the unit (e.g. 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 structures, hanging or painting of signboards etc.)
 - iii) Making encroachments on the common spaces in the complex.
41. The allottee shall not use or allow to be used the unit for any non-residential/commercial purpose or any activity that may cause nuisance to other allottees in the complex.
42. 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.

43. 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 a 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.
44. 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.
45. 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.
46. 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.
47. 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.
48. 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.
49. 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.
50. In case of joint application, the Company may, at its discretion, without any claim from any person deem correspondence with any one of the joint allottees sufficient for its record.
51. For all intents and purposes, singular includes plural and masculine includes feminine.
52. In case of any dispute between the co-allottees, the decision from the competent court shall be honoured by the Company.
53. The courts at Delhi alone shall have jurisdiction for adjudication of all matters arising out or in connection with this agreement.
54. 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.
55. 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 developmental/ Construction activities or incidental / relating activities.
56. That the allottee agrees, assures 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 the same becomes payable by the Company during the performance of the present agreement.
57. 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 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 No. and agrees to indemnify the Company for any consequences thereof.
58. 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 obligations 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 New Delhi. The Allottee hereby confirms that he/she shall have no objection to this appointment. The courts at Delhi alone and the High court at Delhi 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 is deemed to be at New Delhi.

Signature: Applicant _____ Co-applicant : _____

Place: _____

Date: _____