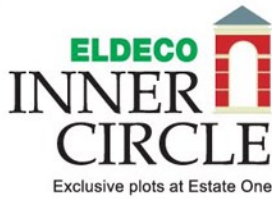


A P P L I C A T I O N F O R M





Space  
for  
photograph

To

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

**SUBJECT: APPLICATION FOR ALLOTMENT OF RESIDENTIAL PLOT/S IN THE "ELDECO ESTATE ONE" AT SECTOR 40 & SECTOR 19A, G.T. KARNAL ROAD, PANIPAT, HARYANA.**

Dear Sir,

I/We hereby apply for the allotment of a residential plot/s on "as is where is basis" as per details given below in your residential project at Eldeco Estate One at Sector 40 & 19A, G.T. Karnal Road, Panipat, Haryana, hereinafter referred to as "Project".

I/We request for allotment of residential plot/s in the Project, as per terms and conditions of the offer for allotment of the same, according to the (A) Installment Payment Plan (B) Down Payment Plan. In the event of the Eldeco Infrastructure & Properties Ltd ("EIPL/Company") agreeing to allot Residential Plot/s, I/we agree to pay installments/Down Payment of basic price and all other charges as stipulated in this Application, Allotment Certificate and Agreement, Maintenance Agreement etc. as per the payment plans explained to me/us by the EIPL. I/We have understood the same and have agreed to abide by the same.

I/We are fully aware and agree that the allotment of Residential plot/s is not guaranteed and the same is at the sole discretion of the EIPL. EIPL has an absolute right to reject the application/ withdraw the offer without assigning any reason thereof. In case of rejection of application and/or withdrawal of offer, EIPL will only be liable to refund the application money and the EIPL will not be liable to pay any interest/ penalty/ damages/ costs etc.

I/We have clearly understood that this application does not constitute an Agreement to sell and I/We do not become entitled to the provisional and/or final allotment of the Residential Plot/s notwithstanding the fact that the EIPL may have issued a receipt in acknowledgement of the money tendered with this application. I/We are making this application with the full knowledge that the basic development work of Project is yet to start. I/We irrevocably consent that if for any reason, including non-development, the EIPL is not in a position to finally allot a Residential plot/s applied for, I/we would like to have refund of the amount deposited without any interest / penalty/ damages/ costs etc.

I/We agree to sign and execute the Allotment Certificate and Agreement, Maintenance Agreement etc. as and when desired by the company on company standard format. I/We, in the meantime have signed the indicative Terms and Conditions of the Allotment attached to this application form, and agree to abide by the same.

I/We further accept and confirm that the Allotment is subject to payment schedule as explained and making various payments in respect of the residential plot/s as well as amount payable under the Maintenance & Other Agreements including sinking funds and Interest Free Maintenance Security Deposit etc. I/We agree that non-payment/delay in payment of any such amount gives full authority and power to the EIPL to cancel the Allotment and may allot the said Residential Plot/s to anyone else or do as it deem fit.

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

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

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

**My / our particulars are as below:**

Applicant's name: \_\_\_\_\_

Father's/ Husband's/Director/Partner/Authorised Signatory name: \_\_\_\_\_

Co-applicant's name: \_\_\_\_\_

Father's/ Husband's/Director/Partner/Authorised Signatory name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Tel.:(R) \_\_\_\_\_ (o) \_\_\_\_\_

Mobile: \_\_\_\_\_ email: \_\_\_\_\_

Office address: \_\_\_\_\_

Permanent address: \_\_\_\_\_

Name/address of Guardian (in case of minor): \_\_\_\_\_ Relationship with Minor: \_\_\_\_\_

Income Tax PAN No./GIR No./Form 60 : First applicant: \_\_\_\_\_

Second applicant: \_\_\_\_\_

Residential Status: Resident / Non Resident Indian/People of Indian Origin.

Identification Proof: Notarised Copy of Passport / Election Card / PAN Card

**PLOTS DETAILS:**

Plot no. \_\_\_\_\_ Block \_\_\_\_\_

Area \_\_\_\_\_ sq mts/sqyds.; 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): \_\_\_\_\_

**DECLARATION:**

I/we the aforesaid Applicant/s do hereby declare that my/our application for allotment is irrevocable and that the particulars given above are true and correct and nothing has been concealed therefrom. I/We hereby undertake to inform EIPL of any change in the above information, till the Plot(s) is allotted or is duly registered in my/our name(s), and understand that any failure on my/our part to do so will give the absolute right of rejection of application/allotment to the EIPL.

Yours faithfully,

(Signature of the Applicant)

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

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

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

(Signature of the Co-applicant)

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

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

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

**Note:**

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

**FOR OFFICE USE ONLY**

Mode of booking: Direct / Agent \_\_\_\_\_

Location booked: \_\_\_\_\_ Date of booking : \_\_\_\_\_

Dealing executive: \_\_\_\_\_ Checked / verified by : \_\_\_\_\_

# PROCEDURE & INDICATIVE TERMS AND CONDITIONS OF ALLOTMENT

The following terms and conditions of allotment are indicative with a view to assist and make familiar to the Allottee/s the financial terms, nature of title/ownership and other aspects of the project. The following terms and conditions will be incorporated in the Allotment Certificate & Agreement, Maintenance Agreement, etc. in the format as decided by the EIPL and the Allottee/s is/are required to sign them at appropriate time as and when required by the Company.

## A. DEFINITIONS

“Basic Infrastructure Work” mean the

- (i) Internal roads connecting the plot to the public road.
- (ii) Sewer line outside the plot.
- (iii) Water supply line outside the plot.
- (iv) Provision of the electricity line till the plot boundary.
- (v) Storm water drains outside the plot.

“Common Areas” includes the internal roads including street lighting, utility corridor, landscaping, greenery and green spaces to be provided by the Company as per the provisions of this Agreement.

“Person” means any individual, company, corporation, partnership, government or governmental authority or agency or any other legal entity.

“Project” means the land measuring 121 acres approximately situated at sector 40 & 19A, Tehsil & District Panipat, owned by the Company, its associate Companies & its subsidiaries Companies of which licensed to develop a residential plotted colony has been granted by Director Town & Country Planning, Haryana, Chandigarh.

“Plot” means the residential plot of land being applied herein and is demarcated by the Company in the layout plan for Transfer/Sale Deed to the Allottee for a consideration.

## B. BOOKING & ALLOTMENT

1. For allotment of a Residential Plot, the applicant has to submit his/her application on the prescribed form indicating the location, size & type of plot 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.
2. 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 thereof.
3. 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 Board Resolution / 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 & conditions as the Company may deem fit.
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 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/us shall stand forfeited.
5. The Allottee/s(s) has applied for allotment of residential plot/s with full knowledge of all the Acts/laws/notifications and rules applicable to this area in general and in respect of this project in particular, which have been explained by the company and understood by him/her/them.
6. The Allottee/s(s) has fully satisfied himself about the right, interest and the title of the company, its associate Companies & its subsidiaries Company in the land on which the project is being developed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by him/her /them in this respect.
7. The Company's sale brochure/ CD Walk-Through/ Advertisement are purely conceptual and are not a legal offering. Further the Company reserves the right to add/delete any details/ services.

## C. PAYMENTS

1. Timely payments as indicated in the Payment Plan are the essence of the scheme/allotment. If any installment as per the schedules 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/s and the allottee/s will have no lien on the residential plot/s. In such a case, the amount deposited upto 20% of the cost of the residential plot/s, 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 own discretion, condone the delay in payment exceeding three months by charging interest @ 24% p.a. along with the restoration charges and restore the allotment in case it has not been allotted to someone else. In such a situation, an alternate residential plot/s, if available, may be offered in lieu of the same.
2. For preferentially located Residential plot/s, extra charges, as given in the price list, will be payable by the allottee/s.
3. The amounts paid by the allottee/s to the company to the extent of 20% of the Basic Price of the residential plot/s shall constitute the Earnest Money which shall be forfeited in case of non-fulfillment of terms of allotment
4. 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.
5. In-case the allottee/s wants to avail of a loan facility from his employer or financing bodies to facilitate the purchase of the residential plot/s applied for, the Company shall facilitate the process subject to the following:
  - a) The terms of the financing agency shall exclusively be binding and applicable upon the allottee/s only.
  - b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the allottee/s. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Company, as per schedule, shall be ensured by the allottee/s, failing which, the allottee/s shall be governed by time provision contained in clause 1 as above.
  - c) In case of default in repayment of dues of the financial institution/agency by allottee/s, the allottee/s authorize the Company to cancel the Residential plot/s and repay the amount received till that date after deduction of earnest money directly to financing/institution agency on receipt of such request from financing agency without any reference to allottee/s.

## D. COMPLETION OF DEVELOPMENT WORKS OF THE PLOT/S

1. The basic infrastructures development work of the residential plot/s will be subject to receiving the entire cost & other payments as per the terms of allotment. However, if the allottee/s opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected.
2. In case a particular plot/s is omitted due to change in the plan or the Company is unable to hand over the same to the allottee/s for any reason beyond its control, the Company shall offer alternate plot/s approximately of the same type/specification and in the event of non-acceptability by the allottee/s or non-availability of alternate residential plot/s, the Company shall refund only the actual amount received from the allottee/s till then (subject to the deduction of all the dues/charges of the Company) and shall not be liable to pay any damages/compensation or interest to the allottee/s, whatsoever. The allottee/s irrevocably agrees not to raise any demand/claim against the Company on account of it not providing the alternate residential plot/s.
3. In case any preferentially located residential plot/s ceasing to be so located, the Company shall be liable to refund extra charges paid by allottee/s for such preferential location without any damages or compensation. In case of plot/s becomes preferentially located, subsequently to its booking the Allottee/s shall be liable to pay the preferential location charges, as applicable.
4. The final area of the plot/s will be intimated after final physical measurement. In case of variation in actual area vis-à-vis booked area, the Company at its sole discretion will ensure necessary adjustments in the basic price, pro rata. If the final area of the Plot exceeds upto 10% then the allottee/s shall be liable to pay difference in price at

the rate prevailing at the time of booking of Plot and in case final area increases beyond 10% then the current rate shall be applicable. On reduction in the area of the plot/s the price shall be recalculated as per the booking rate and the excess amount received shall be refundable without interest and without any rebates allowed immediately. No cost adjustment shall be made on change in area dimension of the plot i.e. length and breadth without any change in its area.

However, if the Allottee/s writes to the Company within thirty(30) days of intimation by the Company indicating his non consent/objections to such modifications then the allotment shall deemed to be cancelled and the Company shall refund the entire money received from the Allottee/s without any interest or compensation.

- The layout shown in the sales literature is tentative & is subject to change without any objection from the Allottee/s. The sizes of plot/s given in plans are tentative and can be modified due to technical and other reasons e.g. change in position or design of the plot/s, number of the plot/s its boundaries, dimensions or area. The, Company shall be liable only for cost adjustments arising out of area variations.

#### **E. POSSESSION**

- The possession of the residential plot/s will be given after execution of Transfer/Sale Deed, subject to (a) force majeure conditions, (b) completion of basic infrastructural work and (c) payment of all the amounts due and payable by the Allottee/s upto the date of such possession including maintenance charges, security deposit & other charges etc. to the Company.
- The Allottee/s has to take possession of the plot/s within 30 days of the written offer of possession from the Company and the Allottee/s shall be deemed to have taken possession on the expiry of the period mentioned in the notice falling which the plot/s shall be at the risk and cost of the Allottee/s. Further, the Allottee/s shall be responsible to pay Holding Charges and Chowkidari Charges as may be demanded by the company in addition to his/her/their proportionate share of all the other charges like maintenance etc to the Company for the period of delay in taking over actual physical possession of the plot/s after the expiry of the said period of 30 days.
- Upon the Allottee/s taking possession or receiving deemed possession of the residential plot/s, the Allottee/s shall have no claim against the Company and he /she /they shall be entitled to the use and occupy the residential plot/s without any interference but subject to the terms and conditions, stipulations contained in the allotment agreement.
- The Allottee/s agrees and undertakes to sign the Possession document/s; Maintenance Agreements etc. as and when called upon to sign by the Company and shall abide by its terms and conditions. The Allottee/s shall pay charges towards sinking fund, insurance, Interest Free Maintenance Security Deposit and other charges etc. at the time of offer of possession.
- The possession date of the plot/s as agreed upon is only indicative and the Company may offer possession before that, in case of early possession, the balance installment shall be come due immediately.
- The Allottee/s shall pay in respect of his/her/their plot all charges payable to various departments or to the Company (as may be applicable) for obtaining service connections like electricity, telephone, water, sewer etc. including security deposits for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Company pays these similar charges in bulk to any public or private agency then it shall be liable to recover the pro rata charges from the Allottee.
- If the company provides infrastructures for Broad Band, telephone, cable TV etc. the Company is entitled to recover the cost on pro rata basis from the Allottee.
- The Allottee/s agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if competent authority (ies) refuses, delays, withhold, denies the grant of necessary approvals for the said Plot / Project or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent authority (ies) become subject matter of any suit / writ before a competent court or due to force major conditions, the Company, after provisional and / or final allotment, is unable to deliver the Plot to the Allottee for his/her occupation and use, the Allottee agrees that the Company if it decides in its sole discretion to refund then it shall be liable only to refund the amounts received from him/her without any interest or compensation whatsoever.

#### **F. MAINTENANCE**

- On completion of basic infrastructure work or offer of possession of residential plot/s, whichever is earlier, an Interest-Free Maintenance Security (IFMS) toward the maintenance and upkeep of the project shall be payable by the Allottee/s to the Company. The amount to be deposited as IFMS will be intimated to the Allottee/s by the Company. The IFMS shall become payable within 15 days from the date of offer of possession by the Company, whether or not the Allottee/s takes possession of his/her residential plot/s. In case of delay in payment of IFMS within this period, interest @24% p.a. shall be charged for the period of delay.
- The date of commencement of maintenance & upkeep of project or part thereof shall be intimated by the company to the Allottee/s and the maintenance charges will be reckoned from that date and the same shall be reflected in the Final Demand Notice as raised by the Company.
- In case of failure of the Allottee to pay the maintenance bill, other charges on or before the due date, the Allottee is permitting the Company / maintenance agency to deny him/ her maintenance services and the Company/Allottee's Association will be entitled to effect disconnection of services to defaulting Allottees that may include disconnection of water/sewer, and debarment from usage of any or all common facilities within the Project.
- 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.
- The monthly maintenance charges as intimated to the Allottee/s by the company, shall be payable by the Allottee/s within a period of 7 days of demand. In case of delay in monthly maintenance charges within this period, interest @24% p.a. shall be charged for the period of delay.
- The Company reserves the right to enhance the maintenance amount payable by way of further one time, annual or monthly charge should the interest Income from the IFMS plus monthly charges fall insufficient for the proper maintenance of the project and for recovering damages to common/other's properties.
- The Allottee/s will neither himself do nor permit anything to be done which damages common areas, adjoining residential plot/s etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottee/s, The Allottee/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Company may recover the expenditure incurred in rectification from the Allottee's security deposit.
- 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.
- The common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment basis.
- The Allottee/s or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Company or its nominated Maintenance Agency.

#### **G. TERMS OF HUDA**

- All taxes, charges, cess & fes, present or future, on land or building constructed thereon levied, imposed & charged by any government/authority/department, from the date of booking, including the External Development Charges (EDC) & Infrastructure Development Charges (IDC) payable to HUDA shall be borne and paid by the Allottee on pro-rata basis.
- 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.
- The Allottee/s understands that time frame if any, stipulated by HUDA or any other competent authority for getting the construction to be done on the Plot/s will have to be complied with.
- The construction on the Plot shall be carried out by the Allottee/s in accordance with the approved building plans and specifications as may be approved by HUDA or any other competent authority.

## H. SALE DEED/TRANSFER DEED

1. The Allottee/s undertakes to execute the Sale Deed/Transfer Deed within 15 days from the date of Company intimating in writing failing which the Allottee/s authorizes the Company to cancel the allotment and forfeit the earnest money, delayed money interest etc. and refund the balance price paid by the Allottee/s without any interest upon realization of money from resale / re-allotment to any other party.
2. All charges, expenses, stamp duty, registration fee and incidental expenses etc. toward Sale Deed/Transfer Deed, at the rate as may be applicable on the date of execution and registration of the Sale Deed/Transfer Deed including documentation will be borne by the Allottee/s. If the Company incurs any expenditure towards the registration of the plot/s, the same will be reimbursed by the Allottee/s.
3. This application or any interest of the Allottee/s in the allotment agreement shall not be assigned by the Allottee/s without taking prior consent of the Company. The Company may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee/s to get the name of his/her nominee substituted in his/her 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/s shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. In the event of any imposition of executive instructions at any time after the date of this application to restrict nomination / transfer / assignment of the allotted said residential plot/s by any authority, the Company will have to comply with the same and the Allottee/s has specifically noted the same. If the Allottee/s is either a firm or a Company it has also understood that the change in majority of proprietary interest in partnership firm/Company will require prior approval of EIPL and shall be subject to applicable transfer charges.

## H. GENERAL TERMS AND CONDITIONS

1. The address given in the application form shall be taken as final unless, any subsequent change has been intimated under Regd.A/D letter. All demand, notices, letters etc. posted at the address given in the application form/allotment certificate & agreement shall be deemed to have been received by the Allottee/s.
2. The Allottee/s shall make all payments through Demand Draft / cheque drawn in favour of "Eldeco Infrastructure & Properties Ltd." payable at New Delhi/Delhi/Panipat only or as may be directed by the Company.
3. The Allottee/s shall not use or allow to be used the residential plot/s for any purpose other than residential or any activity that may cause nuisance to other allottee/s in the project.
4. The Allottee/s shall not be entitled to subdivide the Plot or amalgamate the same with any other Plot.
5. The company by itself or through its nominee(s) may raise finance from any Bank/Financial Institution/Body Corporate to finance the project for development and for this purpose, create equitable/English mortgage in favour of one or more of such institutions and for such an act the company shall be deemed to have necessary consent of the Allottee/s. Allottee/s shall have no right to claim release of charge before execution and registration of Transfer/Sub-lease deed in its favour, to the extent of his residential plot/s.
6. The Allottee/s shall carry out construction on the Plot subject to that (i) it shall not cause nuisance to the other occupants in the adjoining areas and (ii) shall not obstruct/block the common areas, common amenities/facilities.
7. The Allottee/s agrees and undertakes that he shall, on taking possession of the said Plot or before, have no right to object to the Company constructing or the construction done by other Allottee/s in a reasonable manner, adjoining the said residential plot. The Allottee/s shall not object to any consequences of such increase in construction in the adjoining area in the layout or in reduction in green area etc.
8. The Allottee/s agrees & understands to pay to the Company some amount towards Malba Charges.
9. Any alteration/changes made in the Application form/Allotment Card by the Allottee/s shall render the application/allotment card as "null and void".
10. The Allottee/s shall pay to the company, on demand, such amount, which may be levied, charged or imposed, in future or with retrospective effect, on account of any tax, duty, charges, cess fee, etc. of any nature whatsoever, by any Local Administration, State, Government, Central Government on the Plot or the Building constructed thereon by virtue of any notification or amendment in the existing laws and the same becomes payable by the company during the performance of this application or allotment agreement.
11. 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 Act of God. In case of delay in possession as a result of any notice, order, rule, notification of the Government/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.
12. If any provision of this agreement shall be determined to be void or unenforceable under applicable laws/order/notification, such provision shall be deemed amended or deleted in so far as reasonably with the remaining part of this agreement and to the extent necessary to conform to applicable law and the remaining part shall remain valid and enforceable as applicable at the time of execution of this agreement.
13. In case of NRI/People of Indian Origin buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the Allottee/s.
14. In case of joint application, the Company may, at its discretion, without any claim from any person shall correspondence with any one of the joint applicant, sufficient for its record.
15. In case of any dispute between the Co-Allottee/s, the decision from the competent court shall be honoured by the Company.
16. The Allottee/s shall keep indemnified the company against all actions, proceedings or any losses, costs, charges, expenses, losses or damage or suffered by or caused to the company, in respect of the said residential plot/s, by reason of any breach or non-observance, non-performance of the conditions contained herein by the Allottee/s in respect of the residential plot/s and/or due to non-compliance with any regulations and/or non-payment of municipal taxes, charges and other outgoings.
17. All or any disputes arising out or touching upon or in relation to the terms of this application including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the courts at Delhi/New Delhi alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this application regardless of the place of execution of this application which is deemed to be at New Delhi.

I/We have read through the Procedure and Terms & Conditions above and declare to have complete understanding and accept the same and agree to be bound therewith. I/We have sought detailed explanations and clarifications from EIPL and EIPL has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by EIPL, I/We have now signed this application form and paid the monies thereof fully conscious of my/our liabilities and obligations including forfeiture of earnest money as may be imposed upon me/us. I/We further undertake and assure EIPL that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this application, I/We shall be left with no right, title, interest or lien on the Plot applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

(Signature of the Applicant/s)

(Signature of the Co - applicant/s)

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

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

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

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

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

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

Regd.& Corp .: 201-212, 2nd Floor, Splendor Forum, Jasola District Center New Delhi-25.

Tel.: 40655000/100.Fax: 40655111

E-mail: contact@eldecoproperties.com, Website: www.eldecogroup.com