

ELDECO
Green Meadows
SECTOR P1, GREATER NOIDA

**Allotment
Certificate and
Agreement**

ALLOTTEE/S: Mr. Sumit Vashist
Ms. Parul Vashist and Ms. Vinod Sharma
UNIT NO. : CTD/901



Corporate Office: SU 12-13, Bhikaiji Cama Bhawan, Bhikaiji Cama Place, New Delhi-66.

Tel.: 51659001, 26160081 / 82 / 83, Fax: 26160084, E-mail: contact@eldecoproperties.com, Website: www.eldecogroup.com



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C 220404

Unit No. CTD/901

AGREEMENT

THIS FORMS PART OF THE AGREEMENT MADE THIS 2nd DAY OF MARCH 2007
ENTERED INTO BETWEEN M/S ELDECO INFRASTRUCTURE AND PROPERTIES
LTD. (FIRST PARTY or BUILDER or COMPANY) AND MR. SUMIT VASHISHT,
MS. PARUL VASHISHT & MS. VINOD SHARMA (SECOND PARTY/S or ALLOTTEE/S)
FOR UNIT NO. CTD/901 IN ELDECO GREEN MEADOWS, SECTOR PI, GREATER
NOIDA, U.P.

For Eldeco Infrastructure & Properties Ltd

Ajay Mehra
Dy. General Manager (Admin)

for ELDECO INFRASTRUCTURE & PROPERTIES LTD.

- 1.
 2. Parul Vashisht
 - 3.
- ALLOTTEE/S

To

Mr. Sumit Vashisth

Ms. Parul Vashisth, Ms. Vinod Sharma

Please refer to your application dated 23-02-07 with Eldeco Infrastructure & Properties Ltd., New Delhi. We are now pleased to allot you a unit in Eldeco Green Meadows, Pocket C, Sector Pi, Greater Noida, as per details below, vide allotment no. EGM/5990

This allotment is subject to the terms and conditions of the Agreement detailed below and shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other sale document. This cancels all previous Allotment Certificates issued against this allotment. You are requested to quote the unit no. in all future communication with us.

UNIT DETAILS

Unit no. CTD/901; Floor 9th; Type 'A'; Super area 1870 sft.;
Lawn sft.; Side Terrace sft.; Roof Terrace Garden sft.;
Courtyard sft.

BASIC PRICE: Rs. 58,24,246/-

(Rupees Fifty Eight Lakhs Twenty Four Thousand Two Hundred Forty Six Only)

PAYMENT PLANS

Booking amount:

Rs. 2,95,000/-(paid vide Receipt no. 27748 dated 23-02-07)

(The Allotment Certificate & Agreement is subject to realization of the booking amount cheque/draft)

INSTALMENT PAYMENT PLAN - Plan A* First instalment due on: 25-03-07Rs. 7,26,137/-* Second instalment due on: 25-04-07Rs. 7,26,137/-* 28 monthly / ~~quarterly~~ instalments ofRs. 40,76,972/-Rs. 1,45,606/- each. First instalment due on 25-05-07

TOTAL:

Rs. 58,24,246/-

OR

DOWN PAYMENT PLAN - Plan BFirst instalment due on: 9-04-07Rs. 50,63,306/-Second instalment due on: NARs. NADown payment discount: 8%Rs. 4,65,940/-

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Allottee/s signature

TOTAL:

Rs. 58,24,246/-3. Parul Vashisth

Note:

Extra Charges, which are over and above the Basic Price as mentioned in various clauses of this Certificate shall become payable within 60 days from the date of demand which shall normally be 90 days before completion date.

Possession of the unit will be given as follows:

Under the Instalment Payment Plan: After Three months of completion of the period of the instalment plan and receipt of the entire Basic Price, extra charges, registration charges and any other charges as may be intimated by the Company.

Under the Down Payment Plan: After Thirty Two months of receipt of the entire Basic Price and after receipt of extra charges, registration charges and any other charges as may be intimated by the Company.

The possession of the unit will be given only after execution of the lease/sub-lease deed in favour of allottee.

Marketing: Ranab Jain

Accounts: [Signature]

For Eldeco Infrastructure & Properties Limited

[Signature]
Authorised Signatory

Place: New Delhi

Date: 2-03-07

1. [Signature]
2. Ravi Vashisth
3. [Signature]
Allottee/s signature

TERMS AND CONDITIONS

THIS AGREEMENT is made on this 2nd day of ... March 2007 between **ELDECO INFRASTRUCTURE & PROPERTIES LIMITED**, a company incorporated under the Indian Companies Act, 1956, having its Registered Office at SU 12-13, Bhikaiji Cama Bhawan, Bhikaiji Cama Place, New Delhi - 110 066 (hereinafter referred to as the COMPANY which expression shall include its assigns and successors etc. unless the subject and context requires otherwise) of the One Part

AND

1. Mr./Ms. Sumit Vashisth
S/d/w of Mr. Ratan Kumar Sharma
R/o Instrumentation Dept., Room No. 405, Petrofat International Ltd.
Petrofat House, Alsoor Street, P.O No. - 23467, Sharjah, UAE
- 2*. Mr./Ms. Parul Vashisth, Ms. Vinod Sharma
S/d/w of Mr. Sumit Vashisth Mr. Ratan Kumar Sharma
R/o Same as Above

* (to be filled in case of joint allottees)

(hereinafter referred to as the Allottee/s which expression shall include his/her/their respective legal heirs, successors, executors, transferees and assignees) of the Other Part.

WHEREAS the Company is developing a housing complex by the name of Eldeco Green Meadows at Pocket C, Sector Pi, Greater Noida on land allotted by Greater Noida Industrial Development Authority (GNIDA) and marketing residential units under self-financing scheme.

WHEREAS the allottee has applied to the Company for the allotment of the unit in the scheme.

AND WHEREAS the requisite Allotment Certificate/ Agreement is being executed now incorporating the details embodied in the application form, terms and conditions of which shall form part and parcel of this agreement unless superseded, directly or indirectly, by anything contained in this agreement.

THAT it is only after allottee sign and execute this Allotment Certificate & Agreement to abide by the terms and conditions laid down herein, the allotment shall become final and binding upon the company. If however, applicant fail to execute and return one copy of this Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the company then this allotment certificate shall be treated as cancelled only at the sole discretion of the Company and the earnest money paid by allottee shall stand forfeited. Further this allotment shall be automatically cancelled if the booking amount cheque is not realized by the Company.

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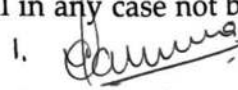


NOW THIS AGREEMENT WITNESSETH AS UNDER :

A. PAYMENTS

1. THAT the 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 by the due date, 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 and genuine circumstances the Company may, at its sole discretion, condone the delay in payment exceeding three months by charging interest @ 18% per annum and restore the allotment in case it has not been allotted to some one else on the waiting list. In such a situation, an alternate unit, if available, may be offered in lieu of the same.
2. THAT 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 and the balance, if any, refunded without any interest.
3. THAT in case the allottee wants to avail of a loan facility from his employer or financing bodies 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 buyer, failing which, the buyer shall be governed by the provision contained in clause 1 as above.
 - (iii) In case of default in repayment of dues of the financing agency by allottee, the Allottee authorize 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.

B. CONSTRUCTION / COMPLETION OF FLATS

4. THAT 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, if technically feasible, which will be charged extra as demanded by the Company.
5. THAT the Company may on its own provide additional/better specifications and/or facilities other than those mentioned in the specifications sheet or sale brochures due to technical reasons 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.
6. THAT the completion of the unit will be done as per the completion date subject to receiving the entire Price and other payments as per the terms of allotment. However, if the allottee opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected. In case the allottee insists for early completion of the flat the Company shall try to do 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.

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7. THAT the drawings shown in the sale documents are subject to changes by the architect/Company 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.

The following facilities will be provided by the Company on extra payment:

- i) Expenditure in obtaining clearance from Fire Officer and provision of Fire Fighting System/Equipment as per statutory requirements shall be shared by the allottees proportionately.
- ii) Expenditure on the provision of common Satellite TV system including cabling, telephone system, intercom system or any other common facility provided by the Company shall be proportionately borne by the allottees.
- iii) The stand-by generator for running the lifts, tube well and water pump shall be provided by the Company without any extra cost but if 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 apartments shall be proportionately borne by the allottee over and above the general maintenance charges.
- iv) The cost of External Electrification of the complex, which includes proportionate cost of sub-station, cost of transformer, main electrical panel and cost of cables upto the distribution box will be paid by the allottees on sharing basis.
- v) The Company may construct servant rooms (or dormitories) and storage spaces within the complex for desirous buyers. The consideration cost of these spaces will be charged extra at a rate notified at the time of offer.
- vi) The allottees shall be offered membership of the recreational club in the complex at a concessional 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.
- vii) Usage rights of covered and open parking space shall be allotted on extra cost as fixed by the Company.

C. MAINTENANCE

8. i) THAT on completion of building/allotted unit/offer of possession, whichever is earlier, an interest-free Maintenance Security (IFMS), toward security for promptly paying the maintenance bills and other charges, shall be payable by the allottee to the Company.
- ii) 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.
- iii) 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 / body condominium of apartment owners or any other nominee/agency/association(s) or other body (hereinafter referred to as 'the Maintenance Agency') as may be appointed / nominated by the company from time to time for the maintenance and upkeep of the said plot/said building.

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Allottee/s signature

- iv) 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.
 - v) 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 apartment or not, within a period of 7 days of demand. The Company / Maintenance agency reserves the right to enhance the maintenance amount payable by way of further one time, annual or monthly charge. In case of delay in monthly maintenance charges within this period, interest @ 18% p.a. shall be charged for the period of delay.
 - vi) In case of failure of the Allottee to pay the maintenance bill, other charges on or before the due date, the Allottee is permitting the company / maintenance agency to deny him/her the maintenance services and the Company / Allottee's Association will be entitled to effect disconnection of services to defaulting allottees that may include disconnection of water/sewer, power/power backup, piped gas connections and debarment from usage of any or all common facilities within the complex.
 - vii) The Company / Maintenance Agency shall maintain the Complex till the maintenance is handed over to the Allottees Association or a period of 1 year from the date of completion of the complex or unit, whichever is earlier. The Company is not bound to maintain the complex beyond a period of one year after from the date of offer of possession. It is only 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.
9. THAT 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 building, the staircases, shafts, common passages, adjacent unit/s etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottees.
 10. THAT Applicant is making this application with the full knowledge that the building plans for the building in which the apartment 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 a position to finally allot an apartment applied for within a period of one year from the date hereof, applicant would like to have refund of the amount deposited with simple interest at the rate of 9% per annum calculated for the period for which the said amount has been lying with the Company.
 11. THAT the IFMS shall become payable within 30 days from the date of offer of possession by the Company, whether or not the allottee takes possession of his/her unit. In case of delay in payment of IFMS within this period, interest @ 18% p.a. shall be charged for the period of delay.
 12. THAT 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.
 13. THAT only common services shall be transferred to the Association. Facilities like parking, shopping, club, storage spaces, servant rooms, 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 as the Company would deem fit.

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Allottee/s signature

14. THAT the central green 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 cost sharing basis.
15. THAT 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 service conduits and the structure.

D. TERMS OF GNIDA

16. THAT the project is being executed by the Company on leasehold land allotted by Greater Noida Industrial Development Authority (GNIDA) on the basis of a MoU between the Company and GNIDA whereby the Company is authorised to develop and market the project.
17. THAT on execution of the lease deed/ sub-lease deed in favour of the allottee by the Company/ GNIDA for transfer of the leasehold title of the unit, the allottee will be bound by the terms of GNIDA, the lessor, including payment of lease rent, transfer charges etc.
18. THAT all taxes or charges, present or future, on land or building levied by any authority, from the date of booking, including the Lease Rent payable to GNIDA shall be borne and paid by the allottee. One time lease rent, if paid, will proportionately be borne by the allottee.
19. THAT 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 GNIDA.
20. THAT all terms and conditions of the MOU/ Agreement between the company and GNIDA will be mutatis mutandis applicable to the allottee.

E. POSSESSION

21. THAT the lease deed/sub-lease 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.
22. THAT all charges, expenses, stamp duty, official fees etc. toward lease deed/ sub-lease 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.
23. THAT the physical possession of the unit will be given after execution of the lease deed/ sub-lease deed.
24. THAT the allottee shall get exclusive possession of the built-up area of his unit and will be transferred the title of this area alongwith undivided proportionate share in the land under his block through a Transfer 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 areas like corridors, staircase, lobby, lift area and approach road. These and the land for other common facilities shall remain the property of the Company

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Allottee/s signature

and subject to these, the allottee shall be governed by the U.P. Apartments Act, 2003. The right of usage of common facilities is subject to observance by allottee of covenants herein and upto date payments of all dues.

25. THAT in addition to the built-up area, the allottee, if and as mentioned in this allotment, may get exclusive usage rights to certain areas (like attached areas with Ground Floor unit, and terrace for certain upper floors). No construction, either permanent or temporary, shall be allowed in such areas. The maintenance of these areas shall be the exclusive responsibility of the allottee.
26. THAT for computation purposes, the flats are being allotted on the basis of super area, which includes built-up area and proportionate share of area falling under corridors, stairs, lobbies and other common spaces within the blocks of the complex. 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.
27. THAT the Allottee undertakes to execute the sub lease deed within sixty (60) days from the date of company intimating in writing failing which the Allottee 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 without any interest upon realization of money from resale / re-allotment to any other party.
28. THAT the final super area of flats will be intimated after final physical measurement and after construction of the unit. In case of variation in actual super area vis-a-vis booked super area, necessary adjustments in cost, plus or minus, will be made at the rate prevalent at the time of booking. Super area may vary without any change in built-up area or dimensions of the flats. Similar measurements and calculations will be done for exclusive lawn and terrace areas also.
29. THAT 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 super area of flats will be intimated after final physical measurement after construction. In case of variation in actual super area vis-a-vis booked super area, necessary adjustments in cost, plus or minus, will be made at the rate prevalent at the time of booking. Super area may vary without any change in built-up area or dimensions of the flats. Similar measurements and calculations will be done for exclusive lawn and terrace areas also. However, in case of any alteration/modification resulting in $\pm 10\%$ change in the super area in apartment or material change in the specifications of the building/apartment any time prior to and upon the grant of occupation certificate, the company shall intimate to the Allottee in writing the changes thereof and the resultant change, if any, in the price of the apartment to be paid by him/her and the Allottee agrees to inform the company in writing his/her consent or objections to the changes within thirty (30) days from the date of such notice failing which the Allottee shall be deemed to have given his full consent to all the alterations/modifications. If the Allottee writes to the company within thirty (30) days of intimation by the company indicating his non-consent/objections to such alterations/modifications then the allotment shall be deemed to be cancelled and the company shall refund the entire money received from the Allottee without any interest or compensation.
30. THAT 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

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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. The allottee has specifically agreed that if due to any changes in the layout/building plan, the apartment 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.

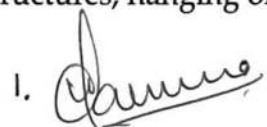
31. THAT the allottee has to take possession of the unit within 90 days of the written offer of possession from the Company, failing which the unit shall lie at the risk and cost of the allottee. Further the allottee shall be liable to pay Holding Charges in addition to his proportionate share of all 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 90 days.
32. THAT 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.
33. THAT 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 if competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Apartment / 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 major conditions, the Company, after provisional and / or final allotment, is unable to deliver the Apartment and/or right of usage for Parking Space(s) 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 AND CONDITIONS

34. THAT the basis of calculating the proportionate charges payable by any allottee will be the proportion of the super built up area of his unit to the total super built up area of all units affected by that charge.
35. THAT 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 given address shall be deemed to have been received by the allottee.
36. THAT allottee may undertake minor internal alterations 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 the block or the unit or to any part of adjacent units. In case damage is caused to an adjacent unit or common area, the allottee will get the same repaired failing which the cost of repair may be deducted from the allottees IFMS.
 - ii) Changes that may affect the facade or common areas of the building (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
 - iii) Making encroachments on the common spaces in the building.

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Allottee/s signature

37. THAT the allottee shall not use or allow to be used the unit for any non-residential purpose or any activity that may cause nuisance to other allottees in the complex.
38. THAT 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 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.
39. THAT 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/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 claim from the allottee.
40. THAT 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.
41. THAT 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.
42. THAT the allottee has fully satisfied himself/herself about the interest and the title of the company in the said land on which the unit as part of a group housing scheme is being constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the allottee in this respect.
43. THAT the allottee(s) has applied for allotment of a residential apartment 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.
44. THAT the Company has made clear to the Allottee that it shall be carrying out extensive developmental/construction activities for many years in future in the entire area falling outside the land beneath the said building, in which his/her 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.
45. THAT 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 becomes possible, the Company shall have sole right to undertake and dispose of such construction without any objection or claim from the allottee.
46. THAT all charges payable to various departments for obtaining service connections to the residential unit like electricity, telephone, water etc. including security deposits for sanction and release of such connections as well as informal charges pertaining thereto will be payable

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Allottee/s signature

by the allottee.

47. THAT 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.
48. THAT for all intents and purposes, singular includes plural and masculine includes feminine.
49. THAT 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.
50. THAT the courts at Delhi alone shall have jurisdiction for adjudication of all matters arising out or in connection with this agreement.
51. THAT the allottee agrees, assures and undertakes to pay to the Company, on demand, such amount, which may be levied, charged or imposed, in future, on account of tax, duty, charges, cess, fee, etc. by any local administration, State Government, Central Government by virtue of any notification or amendment in the existing laws and the same becomes payable by the Company during the performance of the present agreement.
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 shall not be issued. For delay arising on account of incomplete form, the payment schedule shall not be affected and the Applicant(s) / Allottee(s) shall be liable to pay the interest accruing on this delay.

Witnesses:

Ranab Jain

1. JE I/I, IIIrd. Flr.,
Khidki Extn, Malviya Nagar,
New Delhi-17

Allottee/s Witness

2. R. R.
(RATAN KUMAR SHARMA)
SUPERINTENDING ENGINEER, JAL NIGAM
TYPE-II BLOCK-2 FLAT No 3
JAL NIGAM COLONY
INDIRA NAGAR
LUCKNOW (U.P.)

For Eldeco Infrastructure & Properties Limited

(Authorised Signatory)

1. [Signature]
2. Parul Vashishth
3. [Signature]
Allottee/s signature



SPECIFICATIONS

Flooring:

- Vitrified tiles/Marble flooring in Living/Dining.
- Laminated wooden flooring in Master and Children Bedrooms.
- Vitrified tile/Marble flooring in Other Bedroom.
- Vitrified/Ceramic tiles in Kitchen.
- Ceramic floor tiles in Toilets.
- Ceramic floor tiles in Study/Servant/Store Room.
- Designer tiles/kota/stone flooring in balconies /Side Terraces.
- Brick bat coba & cement concrete on Roof Terrace.

Doors/Windows:

- Internal Doors Hardwood/Powder Coated pressed metal/Aluminium Frame with flush doors/Skin moulded doors.
- External Doors & Windows Powder coated pressed metal/Aluminium/PVC glazing.

Kitchen:

- Black Granite/Marble top working platform.
- Stainless steel sink with drain board.

Toilet:

- Designer ceramic tiles full height on walls.
- Designer counter/ designer washbasin.
- English WC And Mirror.
- Good Quality CP fittings.

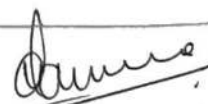
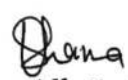
Wall finish:

- Oil bound Distemper.
- Exterior in combination of texture paint/tiles/stone.

Structure:

- Earthquake resistant Structure. Combination of RCC frame with brick wall load bearing structure.

*Company may install any of the alternatives wherever indicated without any objection/claim from the allottee(s).

1. 
2. Parul Vashishth
3. 
Allottee/s signature