

22. The Company shall have the first lien and charges on the said Plot/Floor/Villa/shop for all its dues and other sums payable by the applicants(s) allottee(s) to the company unless a sale deed is executed and registered. The company shall for all intents and purposes continue to be the owner of the land and also the construction thereon till the entire payment of plot/Floor/villa/shop is deposited with the company.
23. Transfer of the said Plot/Floor/Villa/Shop, in case of allotment thereof, by the applicant(s) / allottee(s) shall be permissible at the sole discretion of the company on payment of such administrative charges as may be fixed by the company or as the authorities may decide from time to time.
24. Loans from Banks/Financial institutions to finance the allotted Plot/Floor/Villa/Shop may be availed by the allottee(s). However, the company shall not be held responsible in any manner if a particular institution / bank refuses to finance the allotted Plot/Floor/Villa/Shop for any reason what so ever.
25. The sale deed shall be executed and registered in favour of the intending allottee(s) after receipt of full price and other connected charges, cost of stamp duty and registration /mutation charges, documentation charges etc. as applicable from time to time, and all other incidental and legal expenses for execution and registration of Sale Deed / Mutation of Plot/Floor/Villa/Shop in favour of the intending allottee(s), which are to be borne by the intending allottee(s).
26. The intending allottee(s) shall get his/her/their complete address registered with the company at the time of booking and it shall be his/her their responsibility to inform the Company by registered A/D letter about all subsequent changes, if any, in his/her/their address, failing which all demand notice and letters posted at the first registered address will be deemed to have been received by him/her and the intending allottee(s) shall be responsible for any default in payment or other consequences that might occur there from. In all communications, the reference of property booked must be mentioned clearly.
27. The intending allottee(s) undertakes to abide by all the laws, rule and regulations or any law as may be made applicable to the said property.
28. To settle any confusion regarding any manner herein or anything being not covered/ clarified herein, it is agreed by the intending allottee(s) that reference shall be made to the detailed terms and conditions of the builder buyer's agreement, which shall be executed between the Buyer(s) and the Company.
29. The intending allottee(s) shall not put up any name or sign board, neon, publicity or advertisement material, hanging of clothes etc. on the external façade of the building or anywhere on the exterior of the building or common areas.
30. If any misrepresentation/concealment/ suppression of material facts are found to be made by the applicant, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/concealment/suppression of material facts in all respect.
31. The applicant(s) agrees that the company shall have the right to raise finance/loan from any financial institution/ bank by way of mortgage/charge/securitization of receivables of the said Plot/floor/land subject to the said Plot/floor/land being free from any encumbrances at the time of execution of sale deed.
32. The applicant shall use/cause to be used the said Residential Plot/Floor/Villa for Residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Residential Plot/ Floor/Villa and the earnest money plus taxes as applicable shall be forfeited. The applicant shall also have to compensate the company for all other losses resulting there from.
33. In Case there are joint allottee(s) all communications shall be sent by the company to the allottee whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending allottee(s) and no separate communication shall be necessary to the other named intending allottee(s). The intending allottee(s) has agreed to this condition of the company.
34. The intending allottee(s) agrees that the sale of the Plot/Floor/Villa/Shop is subject to force majeure clause which interalia include delay on account of civil commotion, or by reason of war or enemy action or earthquake or any act of god, delay in certain decision/clearances for statutory, or if non delivery of possessions as a result of any notice, order, rules or notifications of the government and/or any other public or competent authority or for any other reason beyond the control of the company and in any of aforesaid event the company shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said premises on account of force majeure circumstances. The company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of the allotment or if the circumstances, beyond the control of the company, so warrant, the company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the allottee(s) for the period of delay/suspension of scheme. In consequence of the company abandoning the scheme, the company's liability shall be limited to the refund of the amount paid by the intending allottee(s) without any interest or compensation whatsoever within 6 months.
35. The intending allottee(s) agree that in case the company is unable to deliver the plot/floor/villa/shop because of (a) any legislation, order or rule or regulation made or issued by the Government or any other authority (b) any competent authority(ies) refuse, delays, withholds, denies the grant of necessary approvals for the said plot/floor/villa/shop for any reason whatsoever, (c) any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject of any suit/writ before a competent court, may cancel the allotment of the said plot/floor/villa/shop in that case the company shall only be liable to refund the amounts received from the intending allottee(s) without any interest or compensation whatsoever.
36. The company shall not be responsible towards any third party making payments, remittances on behalf of any intending allottee(s) and such third party shall not have any right in this application in any way and company shall issue the payment receipts in favour of the intending allottee(s) only.
37. The intending allottees(s) (in case of an NRI/PIO) agrees that he shall be responsible for simplying with the necessary formalities as laid down in the Foreign Exchange Management Act. 1999(FEMA), rule and regulation of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc and provide the company with such permissions, approvals which would enable the company to fulfill its obligations under this application. The intending allottee(s) agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, the applicant(s) shall alone be liable for any action under FEMA. The intending allottee(s) shall keep the company fully indemnified and harmless in this regard. The company shall not be responsible towards any third party making payments, remittances on behalf of any intending allottee(s) and such third party shall not have any right in this application in any way and company shall issue the payment receipts in favour of the intending allottee(s) only.
38. That the transfer/nomination of a Residential Plot/Floor/Villa/Shop wherein either the full payment has already been made or agreed schedule of payment of installments is over shall be allowed only through execution of Conveyance Deed/Sale Deed and the company will charge an administrative fee as maybe decided by it for effecting changes/entries in its records.
39. Save the arbitration clause as framed below. Faridabad court alone shall have jurisdiction in all matters arising out of/ touching and/or concerning this transaction.
40. All matters and dispute concerning this application/transaction shall be subject to arbitration by a sole arbitrator to be appointed exclusively by the company i.e. M/S EDEN SLF RESIDENCY.
41. Singular shall mean and include plural and masculine gender shall mean and include feminine gender wherever applicable.
42. That the company reserve the right to alter any terms and conditions/clause of this agreement at its sole discretion as and when consider it necessary.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

X
Signature of First Applicant
Place.....

X
Signature of Second Applicant
Date.....



APPLICATION FORM

**MANSHA
INDRAPRASTHA
GREENS**

Sector-1, G.T.Road,
Taraori-Nilokheri, Karnal

M/s EDEN SLF RESIDENCY
SCF No. 157, Shopping Complex,
Sector-9, Faridabad

Dear Sir,

I/We, the undersigned hereby request that a plot/floor/villa/shop may be allotted to me /us in your project **Mansha Indraprastha Greens at Sector-1, G.T. Road, Taraori-Nilokheri, Distt. Karnal**, as per the Company's terms & conditions which I have read, understood and have agreed to abide by, as stipulated by your Company,

I/We have signed the terms and conditions attached to this application form and further agree to sign and execute the necessary agreements as and when required by the company or such other corresponding documents as prescribed by your Company in your standard format.

I/We remit herewith a sum of Rs.....(Rupees.....)
by DD/Cheque No.....Dateddrawn on
.....payable at New Delhi / Faridabad as part of the earnest money in favour of "**M/s EDEN SLF RESIDENCY-II**"

My/ Our particulars are given below for your reference and record:-

1. First Applicant Mr./Mrs./Ms......
Son/Wife/Daughter of Sh.....
Date of Birth..... Profession.....
Company/Firm Name..... Designation.....
Residential Status : Resident/Non-Resident/Foreign National of Indian Origin
Nationality.....
Residential Address.....
.....
Tel.Res.....Office..... Mobile.....
Fax No..... E-Mail.....
Marital Status..... PAN No..... Passport No.....

**PHOTO OF
APPLICANT**

2. Second Applicant Mr./Mrs./Ms......
Son/Wife/Daughter of Sh.....
Date of Birth..... Profession.....
Company/Firm Name..... Designation.....
Residential Status : Resident/Non-Resident/Foreign National of Indian Origin
Nationality.....
Residential Address.....
.....
Tel.Res.....Office..... Mobile.....
Fax No..... E-Mail.....
Marital Status..... PAN No..... Passport No.....

**PHOTO OF
APPLICANT**

X
Signature of First Applicant

X
Signature of Second Applicant

- 3 (i) Plot/Flat/Villa/Shop No.....AreaSq.yds. (ii) Built up SuperAreasqft.
- 4 (i) Basic Sale Price @ Rs.....per sq.yds. (ii) Total Basic Sale Price Rs.(Rs.....)
5. Preferential Location charges PLC

DECLARATION :

I/We the above applicant (s) do hereby declare that the above particulars given by me/us are true & correct and nothing has been concealed there from. Any allotment against this application shall be subject to the term & conditions attached to this application which I/We have signed in token of having acceptance the same. The terms & conditions and the payment plans attached to this application, shall ispo-Facto be applicable to my /our legal heir(s), Successor(s) and nominees. I/We accept that incase of non allotment of the plot, my/our claim shall be limited only to the refund of booking amount without any interest after procuring the NOC from the concerned dealer/broker, if any, by the applicant. I/We have read, understood & signed all pages of this application form and payment plan, and understood the terms & conditions as mentioned herein which has been duly accepted and signed by me/us and further undertake to abide by the same.

X
Signature of First Applicant

X
Signature of Second Applicant

Place.....

Date.....

Dealer / Broker (If any)

- I. Name
- II. Address.....
.....Pin Code.....
- III. Telephone.....Mobile No.....
- IV. PAN NO.....Signature.....

Payment Schedule :

CHECKLIST FOR RECEIVING OFFICIAL

- (a) Booking Amount
- (b) Applicant (s)signature on all pages of the Application Form
- (c) Photos 3 numbers
- (d) Address proof
- (e) PAN / Form 60
- (f) For Companies : Memorandum & Articles of Association & Board Resolution
- (g) For NRI : Copy of Passport & Payment through NRE/ NRO Account

(Received By)

(Checked By)

(Authorized Signatory)

INDICATIVE TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF RESIDENTIAL PLOT/FLOOR/VILLA AND SHOP IN 'MANSHA INDRAPRASTHA GREENS' AT SEC. 1, G.T. Road, TARAORI-NILOKHERI, KARNAL

The terms & conditions given below are of indicative nature with a view to acquaint the applicant with the terms & conditions as comprehensively set out in the builder-buyers agreement which would be executed between the applicant(s) and the company.

1. The intending allottee(s) has applied for allotment of a Plot/Villa/shop at Mansha Indraprastha Greens at Sector-1, Taraori-Nilokheri, Karnal with full knowledge of all the laws / notifications and rules applicable to this area in general and this residential colony in particular, which have been explained by the company and understood by him/her
2. The allotment of the residential plot/villa/shop shall be by draw of lots/First come first basis and the allotment of the said residential plot/floor/villa/shop shall be provisional subject to the deposit of 25% of the total amount of plot/floor/villa/shop.
3. The intending allottee(s) has fully satisfied himself/herself about the present title/ status of the land and the interest & arrangement of the company in the land on which the project in being developed and constructed and has understood all limitations and obligations in respect thereof.
4. The intending allottee(s) has examined the plans, designs, specification of the Plot / Floor / Villa / Shop, which are tentative and agree that the company may effect such variations, alterations, deletions & modifications therein resulting in change in the position of the Plot/floor/Villa/shop, changes in its number, area, dimensions, layout etc. as may in its sole discretion deem appropriate or may be done by any competent Authority. The intending allottee(s) hereby agrees that no claim, monetary or otherwise will be raised in case of any such change. It is clarified that the initial rates of the Plot/ Floor/Villa/shop will be applicable on the changed plot/Floor/villa/shop in case of refund.
5. The intending allottee(s) shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the company, who may, in its sole discretion permit the same on such terms as it may deem fit.
6. That timely payment of installments and all other charges pertaining to the residential plot/floor/villa/shop is the essence of the terms & conditions. However in the event of breach of any of the terms & conditions by the intending allottee(s), the allotment shall be cancelled at the discretion of the company and the earnest money together with any government taxes, etc as applicable shall be forfeited. The balance amount if any shall be refunded to the applicant without any interest.
7. It shall be incumbent upon the applicant to comply with the terms of payment as per payment plan and applicant has agreed that company is under no obligation to send reminder for payments. The applicant agrees to pay the interest on delayed payment @ 18% p.a. on the amount outstanding up to 2 months delay from the due date of payment and @ 24% p.a. thereafter for total period. It is however clearly understood by the intending allottee(s) that the payment made by him/her/them shall be first adjusted towards the interest, if any and the balance amount shall be adjusted towards the principal amount.
8. The applicant has specifically agreed that if due to any change in the layout, the said Residential plot/floor/villa/shop ceases to be preferentially located, the company shall refund/adjust the amount of preferential location charges paid by the applicant in the last installment as shown in the payment plan. If due to any change in the layout/building plan, the said Residential Plot / Floor / Villa / Shop becomes preferentially located, then the applicant shall be liable and agrees to pay the preferentially location charges as and when demanded by the company as per prevailing rates.
9. All statutory charges, taxes, cess, GST and other levies demanded or imposed by the concerned authorities shall be payable proportionately by the applicant(s) from the date of booking as per demand raised by the company.
10. That if payment is not received within 60 days of the due date or in the event of breach of any of the terms and conditions, by the applicant(s)/allottee(s), the allotment may be cancelled at the sole discretion of the company and the company shall forfeit the amount as mentioned in Para no.-6 above.
11. All payment by the applicant(s)/allottee(s) shall be made to the company through demand drafts/chaques drawn on scheduled bank in favour of EDEN SLF RESIDENCY-II. Payable at par / New Delhi only.
12. The company and the intending allottee(s) hereby agree that the amounts paid with the application for booking and in installments or as the case may be, to the extent of 25% of total cost of the plot/floor/villa/shop shall collectively constitute the earnest money. This earnest money plus taxes etc as applicable shall stand forfeited in case of non-fulfillment of these terms and conditions and that of the allotment Letter/builder buyer's agreement and also in the event of failure by the intending allottee(s) to sign the allotment letter/builder buyer's agreement in company's standard format within the time allowed by the company.
13. That in case of cancellation of booking by the applicant(s)/allottee(s)/ NOC (No Objection Certificate) from the concerned dealer/broker will have to be submitted to the company, if booked through dealer/broker.
14. That if applicant(s)/allottee(s) cancels his/her booking of plot/floor/villa/shop 25% of total cost of the Plot/floor/Villa/shop along with Government taxes etc as applicable shall be forfeited and the balance amount if any, after deducting all dues of the company i.e. any principle/interest, shall be refunded to the respective applicant(s)/allottee(s).
15. The company shall endeavor to give the possession of the Plot/floor/Villa/shop to the intending allottee(s) within a period of 60 months from the date of the allotment letter, subject to force majeure circumstances and production of all receipts of all payments as per payment plan and other charges due/payable up to the date of possession according to the payment plan opted by him/her/them. The company after completion of the development work/construction shall issue final call notice to the intending allottee(s), who shall within 30 days thereof, remit all dues and take possession of the Plot/floor/Villa/shop. In the event of his/her/their failure to take possession for any reason whatsoever, he/they shall be deemed to have taken possession of the allotted plot/floor/villa/shop and shall be liable for all maintenance charges/holding charges and any other levies on account of the allotted Plot/floor/villa/shop.
16. That the company shall endeavor to complete the development work/construction of the said Plot/floor/Villa/shop within a period of 60 months of the allotment letter. However, in case of delay in handing over the possession due to reason beyond the control of the developer/company like force majeure or calamity etc. no claim by way of damages/compensation or otherwise shall lie against the developer/company. The developer/company shall be entitled to a reasonable extension of time for the delivery of possession of the said plot/floor/villa/shop to the applicant/allottee(s) accordingly.
17. The intending allottee(s) shall make the payment of basis sale price, external development charges, preferential location charges/taxes, maintenance charges & security deposits and all other charges as may be communicated from time to time. The intending allottee(s) shall be future liable to pay any enhanced external development charges, or any tax/charges of any nature whatsoever including any fresh incidence of tax as maybe levied by the Government of Haryana/competent authority, even is it is retrospective in effect as and when demanded by the company on the actual area of the plot/floor/villa/shop.
18. In addition to above, the intending allottee(s) shall also be liable to make the payments in respect of the following:
 - (a) Water connection charges, sewer connection charges & road cutting charges collectively called as utility connection charges.
 - (b) Sinking fund towards depreciation of plant & machinery as and when demanded by the company/maintenance provider.
 - (c) Interest free maintenance security deposit & maintenance charges as and when demanded by the company/maintenance provider.
19. The intending allottee(s) shall also be liable to make the payment if applicable in respect of (a) Electrification charges including pro-rata cost of purchasing and installing transformers, share cost of power house, H.T. lines (b) cost of installing sewerage treatment plant/effluent treatment plant/pollution control devices.
20. The intending allottee(s) shall execute the standard plot/floor/villa/shop buyer's agreement with the company and the maintenance agreement either with the company or its nominated agency, within the stipulated time as may be prescribed by the company from the date of issue of letter of allotment by the company. He/She/They shall also furnish declarations and undertaking contained therein and compliance of the terms and conditions of the standard plot/floor/villa/shop buyer's and maintenance agreement in the form of affidavit.
21. The maintenance, upkeep, repairs, security, landscaping and common services etc. of the projects shall be managed by the company or its nominated maintenance agency. The intending allottee(s) of the Plot/floor/Villa/shop shall pay as and when demanded, interest free security deposit and maintenance charges for maintaining and up-keep of the project and various services therein as determined by the company or its nominated agency. Any delay in making payment will render the applicant liable to pay interest @18% p.a. Non payment of any of the charges within the time specified shall also disentitle the applicant from the enjoyment of the common areas and services. The intending allottee(s) agrees and consents to sign the maintenance agreement separately and will not question the same singly or jointly with other intending allottee(s).

X
Signature of First Applicant

X
Signature of Second Applicant