



RG

LUXURY
HOMES

Sector-16B Greater Noida (West)

❧ The Price-Less Luxury ❧

APPLICATION FOR PROVISIONAL ALLOTMENT OF
RESIDENTIAL APARTMENT IN

RG LUXURY HOMES

Plot No. GH-07 A, Sec.-16 B, Greater Noida (West), UP

For Tower A, B, C, D, E, F, G, H & M

Name : _____

Address : _____

Apartment No. : _____ Tower _____

Apartment Type : _____

To
M/S Rajesh Projects (India) Pvt Ltd.
501, RG Trade Tower, Plot No. B-7,
Netaji Subhash Place,
Pitampura, Delhi-110034

Sub : **Booking of Apartment in Project "RG LUXURY HOMES" at Plot No. GH-07A, Sector 16-B, Greater Noida (West), Distt- Gautam Budh Nagar (U.P.)**

Dear Sir(s),

Please find enclosed herewith the following documents duly signed by me/us towards the booking of apartment(s) in the said Project :-

1. Application for Provisional Allotment of Apartment No. _____ in Tower _____
2. Undertaking.
3. Booking amount Cheque bearing No. _____ Dated _____ of Rs. _____/-
(Rupees _____)
Drawn on _____
4. A. Copy of ID (with address) Proof
B. Copy of PAN Card
C. My/Our photographs
D. For Companies : Memorandum And Articles of Association and Certified copy of Board Resolution.
E. For Partnership firms : Photocopy of Firm Registration and Partnership Deed.
F. For Foreign Nationals of Indian Origins : Passport Photocopy/Funds from NRE/FCNRA/C
G. For NRI : Copy of Passport and payment thru NRE/NRO A/C
H. For Hindu Undivided Family (HUF) : Authority Letter from all Co-Parcenors of HUF authorizing the Karta to act on behalf of HUF
I. For Limited Liability Partnership Firms: Certificate of Incorporation and LLP Agreement.

(Note the documents enlisted in para 4 above shall be furnished by each applicant, if there are multiple applicants)

Thanking You,
Yours Truly

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First Applicant

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Second Applicant

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Third Applicant

Signature of the Receiving Officer _____
Name of the Receiving Officer _____
Date _____
Time _____

Instructions for Customer(s)

The Company is pleased to acknowledge your keen interest in our project and evincing your cherished desire to own an apartment in the project '**RG Luxury Homes**', a luxurious group housing complex, being developed by the Company at Plot No. GH-07A, Sector 16-B, Greater Noida (West), Distt- Gautam Budh Nagar (U.P.)

Without any prejudice to our commitment to develop and construct the aforesaid group housing complex and handover the possession of the apartments to the esteemed customers, we consider it prudent to advise our esteemed customer(s) that the development of residential project coupled with final delivery of apartments are dependent on several factors, contingencies, terms and conditions governing the allotment etc. to which the intending customers must be aware of.

In our bid to ensure transparency and fair deal with our esteemed customer(s), we with all humility suggest our esteemed customer to carefully go through the terms and conditions of this application form and such other documents as are felt necessary. Ideally the customer may consult his/their counsel before submitting the duly filled application form.

The customers are advised that in case any commitment is made by any sales person over and above the terms and conditions mentioned in this application form, the disclosure thereof shall be made/listed at para 12 of the application form Titled as "OTHER CONDITIONS (IF ANY)". Since lot of channel partners prepare their own website and get material printed about project, in the shape of price list or brochure on which the Company does not have any control so customer is advised to go through this application form carefully and if anything mentioned in the price list or brochure on relying on which the customer has decided to book an apartment, is not mentioned in this application form, should get it mentioned in this application form.

The Company further deems it prudent to advise the applicant that while he/she might read the contents carefully however to arrive at the finer nuances of legal terms and implications thereof, the applicant must seek the guidance of their legal counsel. To facilitate the same, the Company shall reimburse the legal advisory charges of the counsel of the applicant subject to maximum of Rs. 3,000/- (Three Thousand Only). The above amount shall be payable to the counsel of the applicant after the payment of 10% of the sale price of the apartment is paid and all documents related to the booking/allotment of the apartment are executed by the applicant and the original fees bill of the advocate is submitted by the applicant to the Company.

The customers are further advised that no payment shall be made otherwise than through account payee Cheque/Bank Draft and in case the applicant(s) is/are making any payment in cash to the company through any employee/agent of the company, the company will not accept the same and company shall not be responsible for such loss/theft/misuse of such cash payment. In case any customer is transferring the payment through RTGS/NEFT or any other means except by cheque or bank draft without the consent of the company, he/she will have no right on any unit against which the money has been deposited.

Confirmation

I/we have read the above instructions carefully and understood the same.

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First Applicant

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Second Applicant

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Third Applicant

RG LUXURY HOMES
APPLICATION FORM -CUM- PRICING AGREEMENT FOR PROVISIONAL ALLOTMENT
OF RESIDENTIAL APARTMENT IN “RG LUXURY HOMES”
AT PLOT NO. GH-07A, SECTOR-16B, GREATER NOIDA (WEST) (WEST), U.P.

M/S Rajesh Projects (India) Pvt Ltd.
Regd. Off. : 501, RG Trade Tower,
Plot No. B-7, Netaji Subhash Place,
Pitampura, Delhi-110 034

Dear Sir(s),

I/We (hereinafter referred to as “The Applicant”) understand that **M/S Rajesh Projects (India) Pvt Ltd.** (hereinafter referred to as “the Company”) is developing a Group Housing Project under the name and style of “**RG LUXURY HOMES**” at Plot No. GH-07A, Sector 16-B, Greater Noida (West), Distt- Gautam Budh Nagar (U.P.), comprising of multi-storeyed residential buildings (hereinafter referred to as “the said Complex”).

Before applying for the allotment of an Apartment under this Application, the applicant has also compared the rates of Apartments in the vicinity and only after optimum satisfaction, this application is being made by the applicant.

The Applicant requests that a Residential Apartment in the said Complex may provisionally be allotted to him/them, under the Payment Plan mentioned in this application form:

- a. Construction Link Payment Plan (CLP)
- b. Subvention Plan

The Applicant has read and understood the terms and conditions of this application, stated herein after and The Applicant agrees to the same.

The Applicant do remit herewith a sum of Rs _____

(Rupees _____ Only) by Bank

Draft/Cheque No. _____ dated _____ drawn on

_____ in favour of “M/S Rajesh Projects (India) Pvt Ltd.”, payable at Delhi/NCR

In case of return/dishonour of first booking cheque with details as mentioned above, the application shall be deemed rejected and no written intimation or notice to the applicant will be given and no right of any kind whatsoever will accrue to such applicant by virtue of this Application.

The Applicant clearly understands that this application does not constitute an agreement to sale and The Applicant does not become entitled to the provisional and/or final allotment of Residential Apartment notwithstanding the fact that the company may have issued a receipt in acknowledgement of the money tendered with this application.

In the event, the Company agrees to provisionally allot an apartment, The Applicant agrees to pay further instalments of net sale price (hereinafter defined “NSP”) and all other dues as stipulated in this application and as may be intimated by the Company from time to time and in the manner set out in the payment plan opted by The Applicant which shall form part of the Provisional Allotment letter (hereinafter referred to as “the Provisional Allotment Letter”) that shall be executed by The Applicant and the Company on the company's standard format.

The Provisional Allotment Letter shall be issued/dispatched for execution only after the receipt of 10% of the net sale price of the said Apartment. The applicant further understands that the allotment shall become final and binding upon the company only after the Applicant signs and confirm the terms and conditions of the Provisional Allotment Letter. If, however, The Applicant fails to sign/execute and return the Provisional Allotment Letter within thirty (30) days from its dispatch by the company then the company

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First Applicant

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Second Applicant

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Third Applicant

may at its discretion treat the application as cancelled and the earnest money paid by the Applicant shall be refunded within 90 days from the date of such cancellation without any interest/compensation and deduction. In case payment is not made within 90 days interest @ of 12% per annum will be paid for the period commencing from the date of expiry of such 90 days till the date of payment.

The company shall have the option at its sole discretion to either accept or reject the signed Provisional Allotment Letter within 30 days after receiving the signed Provisional Allotment Letter from The Applicant. If the company decides not to issue the Provisional Allotment Letter, then the Company shall refund the money along with 12% simple interest.

The Applicant specifically states that he has seen and read the contents of the draft Provisional Allotment Letter and give his specific consent for the same and he hereby agree to the terms and conditions as mentioned in the draft Provisional Allotment Letter.

The Applicant acknowledges that the Company has provided all the information and clarifications as required by The Applicant and that The Applicant is fully satisfied in this regard. The Applicant has relied on his own judgment and investigation in deciding to apply for purchase of the said Apartment. The Applicant further understands that no other oral or written representations or statements shall be considered to be the part of this application and that this application is self-contained and complete in all respects.

The Applicant agree to abide by the terms and conditions of this application including those relating to the payment of net sale price and other charges, rates, taxes (herein defined), cesses, levies etc. and forfeiture of earnest money as laid down herein and/or in the Provisional Allotment Letter.

Please affix
your
photograph
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First Applicant

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Second Applicant

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Third Applicant

13. MODE OF PAYMENT

All or any payment shall be paid to the company through account payee Cheque/Bank Draft only in favour of M/S Rajesh Projects (India) Pvt Ltd. payable at Delhi/New Delhi/NCR and outstation cheque shall not be accepted.

Note: None of the employees of the company are authorized to receive any payment in cash and issue the receipt thereof. In case the Applicant(s) is/are making any payment in cash to the company through any employee/agent of the company, the company will not accept the same and company shall not be responsible for such loss/theft/misuse of such cash payment.

DECLARATION

I/we do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. I/we shall be liable and responsible for cancellation of booked Unit by the Company, if the enclosed document/ information found to be forged or faked. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Provisional Allotment Letter, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/we undertake to inform the Company of any change in my/our address or in any other particular/ information, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/ us. I/we have applied for the allotment of the aforesaid Apartment through my/our aforesaid dealer/broker and I/we shall be liable and responsible for any action/inaction of aforesaid dealer in respect of aforesaid Apartment, and shall not hold the Company responsible for the same. My/Our application for booking may be considered on specific undertaking that, whenever I/we surrender/transfer/assign the booking or allotment right of the aforesaid Apartment then I/we shall provide NOC from my/our aforesaid dealer.

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूर्ण रूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

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First Applicant

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Second Applicant

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Third Applicant

**TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR PROVISIONAL
ALLOTMENT OF AN APARTMENT IN THE PROJECT “RG LUXURY HOMES”
AT GH-07A, SECTOR 16-B, GREATER NOIDA (WEST), DISTT- GAUTAM BUDH NAGAR (U.P.)**

The terms and conditions given below are applicable on the booking of the apartment in the Project and the same shall be super-ceded by more comprehensive terms and conditions set out in the Provisional Allotment Letter which upon execution shall prevail in cases of repugnancy. I/We shall sign all the pages of this application in token of my/our acceptance for the same.

Definitions and Interpretation:

In this Application, the following words and expressions, when capitalized, shall have the meanings assigned herein and when not capitalized, shall be attributed to their ordinary meaning.

“Act” means the U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 and the Uttar Pradesh (Regulations of Building Operations) Act, 1958 or any other rules, statutory enactments, amendments or modifications thereof.

“Allottee” means I/We, who have applied for Provisional Allotment of an apartment and have agreed to abide by the terms and conditions as mentioned in the Application for Allotment and have been provisionally allotted the said Apartment by the Company in the said Complex. The term “Allottee(s)” shall, unless it be repugnant to the context or meaning thereof, be construed to mean and include my/our representatives, co-allottees, successors, executors and permitted assigns. In case of more than one applicant the other will be considered as Co-Allottee(s) and Allottee and the Co-Allottee(s) will have equal share in the apartment.

“Application” means whole of the Application Form including all annexure, schedules, terms and conditions for provisional allotment of the Apartment in the said Complex, which was made by the Allottee(s) to the Company and pursuant thereto on compliance of the conditions as applicable till such stage, the provisional allotment letter is being issued to the said Allottee(s).

“Applicant” means the person, whether one or more individual, firm, company, Limited Liability Partnership, or any other incorporated body applying for the Provisional Allotment of the Apartment whose particulars are set out in the application and who have appended their signatures as an acknowledgment of having agreed to the terms and conditions of the application. The singular reference of this term shall not prejudice the plural construction of the term where there are more than one applicant.

“Approval(s)” means any and all approvals, authorization, licenses, permissions, consents, no objection certificates from the concerned authorities/departments to be obtained in the name of the Company (including, for the avoidance of doubt, the Sanctioned plan and all approvals required in connection with or pursuant to the Sanctioned plan) for the commencement of the development and construction of the Said Land including without limitation environmental clearness, conversions, temporary power connections and all other approvals and/or permissions from any other statutory or Governmental authorities whether State or Central required for the purpose of commencing construction and development activity and upon development and construction of the Said Project all approval, authorization, licenses, permissions, consents, no objection certificate necessary for the occupation and use of the Said Project and each apartment/flat/unit thereof, including but not limited to the completion certificate, occupancy certificate and permanent amenities connections.

“Assignor” means I/We, in the capacity of provisional allottee(s) who, pending the firm allotment of the apartment in my/our favour, assign my/our provisional allotment rights to any other person.

“Assignee” means the person who is assigned the right of provisional allotment of apartment by any provisional allottee(s).

“Authority” means New Okhla Industrial Development Authority (GREATER NOIDA (WEST)).

“Built Up Area” Built Up Area shall mean the entire area enclosed by its periphery walls including area under walls, area under columns, half of the area of the wall common with other apartments etc., area of plumbing/electric shafts of the Said Apartment, total area of all balconies, cupboard and 50% area of open terraces attached (if any), which forms integral part of the said apartment.

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First Applicant

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Second Applicant

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Third Applicant

"Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;

"Business Day" means a day, other than a Saturday or Sunday, on which the principal scheduled commercial banks located at New Delhi/Delhi are open for business during normal banking hours.

"Common Areas & Facilities" mean such common areas and facilities within the said Complex earmarked for the use of all apartments' Allottee(s) and duly mentioned as such in the Deed of Declaration to be submitted by the Company under the provisions of U.P. Apartment (Promotion of Construction Ownership and Maintenance) Act, 2010. The details of the common areas and facilities are contained in Annexure –II to this Application.

"Company" means M/s Rajesh Projects (India) Pvt Ltd., duly incorporated under the provisions of the Companies Act, 1956 and having its registered office at 501, RG Trade Tower, Plot No. B-7, Netaji Subhash Place, Pitampura, Delhi-110034.

"Covered Area" shall mean the same as "Built Up Area".

"Declaration" Shall mean the declaration (including any amended declaration) filed/to be filed under the Act, with the competent authority, with regard to the Said Apartment/Said Tower/Said Complex.

"Development Charges (DC)" mean the charges levied, leviable on the development of the said Complex, (if any), by GREATER NOIDA (WEST) or any other competent authority and also includes any increase in such development charges by whatever name called or in whatever form and with all such conditions imposed by the Government or any other competent authority.

"Earnest Money" means 10% of the Net Sale Price of the said Apartment payable by me/us.

"Encumbrance(s)" means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, lis-pendens acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Said Land.

"Foot Print" means the precise land underneath the said Building/Tower.

"Force Majeure" means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company to perform obligations under this Application and/or the Provisional Allotment Letter, which shall include but not limited to :

- (a) an act of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) strikes or lock outs, industrial dispute;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in the Application and/or the Provisional Allotment Letter;

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First Applicant

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Second Applicant

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Third Applicant

- (g) any legislation, order or rule or regulation made or issued by the Government or any authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Complex/said Building or if any matters or issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before any court or for any reason whatsoever;
- (h) any dispute with the contractor(s).
- (i) any event or circumstances analogous to the foregoing.
- (j) Where in any given tower, more than 25% of the allottees under Construction Linked Plan irretrievably fail to adhere to payment schedule.

“Government Authority” means any government, statutory, departmental or public body or authority, including courts of competent jurisdiction.

“IBMS” (Interest Bearing Maintenance Security) means the Security to be paid by me/us for the maintenance and upkeep of the said Complex/said Building/said Apartment to be paid as per the payment plan to the Company or to the Maintenance Agency. IBMS shall carry a simple interest as per the applicable rates on fixed deposits for one year as accepted by the State Bank of India at the close of each financial year ending on 31st March and shall be adjusted in the manner to be stated in the Agreement.

“Independent Area” The areas which are not included as common areas for joint use of apartments and which may be sold by the Company without the interference of other apartment allottees and duly mentioned as such in the Deed of Declaration to be submitted by the Company under the provisions of U.P. Apartment (Promotion of Construction Ownership and Maintenance) Act, 2010.

“Infrastructure Development Charges (IDC)” mean the charges, by whatever name called, levied or leviable, now or in the future, by any authority or GREATER NOIDA (WEST) including Government of Uttar Pradesh or any other competent authority with a view to recover the cost of infrastructure development including but not limited to State/National Highways, transport, irrigation facilities, power & water facilities etc. and/or any additional levies, fees, cesses, charges etc.

“Law” means any statute, notification, circular, bye laws, rules and regulations, directive ordinance, order or instruction having the force of law enacted or issued by any Government Authority, whether in effect as of the date of this Application or thereafter.

“Layout and Plans” the architectural drawings of project comprising of whole planning of construction, open areas and drawings of the particular tower, floor and a particular apartment.

“Maintenance Agency” means the person(s) who shall carry out maintenance and upkeep of the said Complex, who shall be responsible for providing the maintenance services within the said Complex, which can be the Company or association of apartment owners or such other agency/body/company/association to whom the Company may handover the maintenance of the said Complex, before the formation of Residents Welfare Association.

“Maintenance Agreement” means the Maintenance agreement to be executed by me/us with the Maintenance Agency.

“Maintenance Charges” shall mean the charges payable by me/us to the Maintenance Agency (in accordance with the demand raised by the maintenance agency for the maintenance and upkeep of the said complex including common areas and facilities) but does not include;

- (a) the charges for actual consumption of utilities in the said Apartment including electricity, water, which shall be charged on the basis of actual consumption on monthly basis or such other periods as may be specified by the maintenance agency and
- (b) any statutory payments, taxes etc, with regard to the said Apartment/ said Tower/ said Complex. The details of maintenance charges shall be more elaborately described in the Maintenance Agreement.

“Non-Refundable Amount” means interest paid or due on delayed payments, deduction of brokerage paid by the Company, if any, etc.

“Payment plans” these are the schedule of payments towards the booking of the said apartment having

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First Applicant

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Second Applicant

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Third Applicant

mode, intervals and the time frame for the payments, which is also prescribed in the price list prevailing at the time of booking .

“Parties” shall mean the Company and the Allottee(s), and “Party” shall refer to anyone of them.

“Parking Space(s)” mean(s) Car/Two Wheeler parking space(s) in the basement/podium/ open space(s) provisionally allotted to the Allottee(s) , details of which are mentioned in this Application Form. It also include Mechanical car parking which is a method of automatically parking and retrieving cars that typically use a system of pallets and lifts. The intention is to compact more cars in the same space, reduce the space needed to park the same number of cars. Mechanical car parks can be situated above or below ground or a combination of both..

“Person” includes any individual, sole proprietorship, partnership firm, unincorporated association, unincorporated syndicate, unincorporated organization, trust, HUF, body corporate, society and a natural person in his capacity as trustee, executor, administrator or other legal representative.

“Plan” means the plan for construction and development of the said Complex as approved by the appropriate Government Authority / GREATER NOIDA (WEST), the layout plan, building plan, the location plan and the tentative Floor Plan of the said Complex.

“Provisional Allotment” shall mean the provisional allotment of the Said Apartment to me/us, pursuant to my/our application to the Company and agreeing to abide by the Standard Terms & Conditions as mentioned in application for allotment and Provisional Allotment Letter.

“Provisional Allotment Letter” A Provisional Allotment letter is the confirmation of booking of an apartment by the company which is issued by the Company to me/us upon making a request for provisional allotment of a residential apartment and agreeing to abide by the standard terms & conditions as mentioned in this Application for Allotment and upon receipt of 10% of the Net Sale Price by the company.

“Registration Money” means such amount of Rs. 1,00,000/-/- (Rupees One Lac Only) paid along with the application at time of booking of the Apartment.

“Representatives” where the representative is for the company, there the term shall include the directors, officers and employees specifically assigned the duty and agents duly appointed by the company for dealing with the customers in the project. In case of the customers, the term shall mean and include his/her legal heirs (where the originally allottee is deceased) and other person(s) duly constituted as an attorney under a valid document by the allottee.

“RWA” means the Resident Welfare Association of the apartment owners which shall be duly formed in accordance to the provisions of the Act and rules framed thereunder.

“Said Land” means the land admeasuring 51067 Sq. Mtrs. (approx), situated at Plot No. GH-07A, Sector 16-B, Greater Noida (West), District Gautam Budh Nagar, U.P.

“Said Complex” means the Complex being developed on the land admeasuring 51067 Sq. Mtrs. under the name and style of “RG LUXURY HOMES” as per the building plans approved by the competent authority, comprising of residential apartments, buildings/towers, club house, party hall, basement, podium, swimming pool, parking spaces and convenient shopping centres/commercial spaces etc.

“Said Building/Tower” means the building/tower in the said Complex, as mentioned in this Application in which the said Apartment may be located.

“Said Apartment” shall means the specific apartment applied for, by me/us in the said building/tower, details of which has been set out in this Application and includes any alternative apartment, if provisionally allotted to me/us in lieu of the said apartment.

“Standard Terms & Conditions” shall mean terms & conditions of provisional allotment of the Said Apartment.

“Sub-Lease Deed” means the detailed terms of the transfer of the said Apartment which shall be based on the definitive legal document subject to and to the extent permitted by the applicable laws and the terms of the lease of the said plot, for the transfer of the Apartment (hereinafter referred to as “Sub-Lease

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First Applicant

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Second Applicant

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Third Applicant

Deed”) and shall include the entire understanding between the parties relating to the transfer/sub-Lease of the undivided share of land appurtenant to said Apartment along with the conveyance of the super structure built upon such land to The Applicant. The Applicant shall have no right, title or interest whatsoever on the said Apartment either during its construction or after its completion till the execution and registration of the sub-lease deed by the Company in favour of The Applicant. Provided that the sub-lease deed shall be executed only after the Net Sale Price has been received from The Applicant, along with other applicable duties, charges and other payment etc. as due in accordance with the Provisional Allotment Letter, the completion of the said Apartment in all respects and subject to The Applicant complying with all the provisions hereof. Provided further that the sub-lease deed shall be executed only when the said Apartment would be in a deliverable state after incorporating the alterations (as defined herein) if any.

“**Super Built Up Area**” Super Built Up Area of the Said Apartment is equal to 1.25 times of the Built Up Area (Super Built Up Area = 1.25 X Built Up Area).

Super Built Up Area as calculated above is merely for the purpose of providing undivided share in the land underneath the building i.e. the footprint of the building (excluding the basement and stilt reserved for parking, services and storage) in which the Said Apartment of the Allottee(s) may be located. However the company may switch over to Built-Up Area basis for calculating the undivided share in the land i.e. the footprint of the building in which the said apartment is located, which is at the sole discretion of the Company and Company is not bound to follow super built up area basis only.

The above definition is only for commercial reasons and the same would not be questioned in future by the Allottee(s). The sale price and maintenance charges are payable on the basis of Carpet Area and built up area respectively only.

It is specifically made clear that the computation of Super Built Up Area of the Said Apartment does not include the following:

- a) Sites for shops.
- b) Sites/Buildings/Area of Community facilities/Amenities like Club/Community Centers, schools, Creche, Health Centers, Police Posts, Electric Sub-station etc.
- c) Roof/top terrace above-apartments excluding exclusive terraces allotted to apartments/Penthouses.
- d) Covered/Open Car Parking Area within/around Buildings for allottees/visitors of the Said Project/Complex.

It is further clarified that the Carpet Area/Built up Area mentioned in the Provisional Allotment Letter does not give any right, title or interest in Common Areas to the Allottee(s) except the right to use these Areas by sharing with other occupants/allottee(s) in the Said Tower subject to the timely payment of maintenance charges.

“**Third Party**” means the Person other than myself/ourselves or the Company.

“**Taxes**” shall mean all taxes of any kind payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/fund, service tax, educational cess or any other taxes, charges, levied/leviable by whatever name called, whether present, future or imposed with retrospective effect, in connection with the development /construction of the said Complex.

“**Net Sale Price**” means the amount amongst other payable for the said Apartment, calculated on as per sq. feet basis of the Carpet Area of the said Apartment and additional charges/fees (if applicable) like additional Car/Two Wheeler parking or additional power back up if opted by me/us, but does not include other amounts, charges, security amount etc., which are payable as and when demanded by the Company in accordance with the terms of this Application and / or the Agreement, including but not limited to –

- a) DC, IDC, increase in IDC, increase in DC, wealth tax, government/ GREATER NOIDA (WEST) rates, tax on land, fees or levies of all and any kinds by whatever name called, any compensation paid to farmers by the company directly or through authority/government agency on the Said Complex.
- b) IBMS.

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- c) Maintenance charges, Property Tax, Municipal tax on the said apartment.
- d) Stamp Duty, registration and incidental charges as well as expenses for the execution of The Agreement and sub-lease deed etc., including the cost payable to attorney/advocate of the company, which shall be borne and paid by me/us.
- e) Taxes.
- f) The cost for the electric and water meter as well as charges for water and electricity connection and consumption.
- g) Club charges, as applicable.
- h) Cost of additional parking space(s), if any, provisionally allotted to me/us.
- i) Any other charges that may be payable by me/us as per the other terms of the Application and such other charges as may be demanded by the Company, which amounts shall be payable by me/us in accordance with the terms and conditions of the Application / Provisional Allotment Letter and as per the demand raised by the Company from time to time.

Certain Rules of Interpretation

With respect to the provisions herein:

- (a) The descriptive headings of Articles and Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions hereof.
- (b) The use of words in the singular or plural or with a particular gender, shall not limit the scope or exclude the Application or any provision hereof to any person or persons or circumstances except as the context otherwise requires.
- (c) Unless otherwise specified, the damages payable by any party as set forth herein, are intended to be genuine pre-estimated loss, damage etc. likely to be suffered and incurred by the party entitled to receive the same.
- (d) The Schedules and Annexures annexed to these Standard Terms & Conditions form the integral part hereof.
- (e) All capitalized terms used in these Standard Terms and Conditions and not defined elsewhere shall have the same meaning as set forth in the Application Form.
- (f) Notwithstanding anything contained in the “terms and conditions” herein below, this agreement shall not be made subject to any future enactments of Legislature/authority of Centre or State and if the same is brought under the ambit of such Legislation/authority by giving retrospective effect then this agreement shall be deemed to have come to an end at the option of either the Company or the Allottee(s) and the Allottee(s) shall be eligible to refund of the amount received by the Company without interest.

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TERMS AND CONDITIONS :

1. a) I/We have wilfully and voluntarily through this pre-printed application form, applied for provisional allotment of an Apartment in the Group Housing Project '**RG Luxury Homes**', being developed by the Company on a plot of land bearing Plot No. GH-07A, Sector 16-B, Greater Noida (West), District Gautam Budh Nagar, U.P., having been leased out to the Company by the Greater Greater Noida (West) Industrial Development Authority for a period of 90 years vide Lease Deed dated 03/11/2010, Registration No. 22985, Book No. 1, Vol. No. 7520, Page Nos. 157 to 206.

I/we am/are fully aware of all the limitations and obligations of the Company in relation to and in connection with the development/construction of the said Apartment/said Building/said Complex and has also satisfied myself/ourselves about the arrangements/ title/interest/rights of the Company on the land on which the said Apartment/said Building/said Complex is being developed/constructed and has understood all limitations or obligations of the Company in respect thereof. I/We confirm that no further investigation in this regard is required by me/us. I/We confirm that this Application is irrevocable and cannot be withdrawn.

- b) The drawings and the plans of the project have been displayed at the site office of the project and at the corporate office of the company. The dimensions shown in the brochure, map or any other documents have been calculated on unplaster brick/RCC wall to brick/RCC wall basis. The 'Model Flat' constructed at the site (if any) is not in accordance to the structural drawings of the building, hence it does not have the beams and columns, so the actual construction shall not be compared to that, further the fitting fixtures, finishing and other items of the 'Model Flat' shall not be compared with the actual constructions. The specifications of the actual constructions are duly specified in the Provisional Allotment Letter which have been seen by me/us.
- c) I/We further declare that I/We have compared the residential apartments in the vicinity in terms of the carpet area and other amenities vis-à-vis the carpet area and amenities in the said Apartment and I/We am/are optimally satisfied before submitting this application form, which is being developed/ constructed by the Company as per prevailing byelaws/guidelines of GREATER NOIDA and has further understood all limitations and obligations in respect thereof. I/we further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by the said Authority and/or other Concerned Authorities in this regard to the Company.
- 2.1 I/We understand and agree that company is not constructing the said apartment as a contractor to me/us, rather the company is constructing the said complex as its own as a promoter. I/We have applied for provisional allotment and the said provisional allotment is subject to the terms and conditions as mentioned in this application form, provisional allotment letter and or any other agreement/document executed thereafter.
- 2.2 Once the construction of the particular Tower in which I/We have booked the apartment is complete and I/We have made all due payments as mentioned in this application form and I/We have followed all terms and conditions of the provisional allotment, thereafter allotment will be confirmed through execution and registration of Sub Lease Deed in my/our favour. The sub lease deed will be executed after the actual construction / finishing of the apartment. Until a Sub Lease Deed is executed and registered, the company shall continue to be owner of the apartment, the mere provisional allotment shall not give any right/title/interest therein to me/us even though all the payments have been received by the company. The company shall have first lien/charge over the apartment for all its dues that may become due and payable by me/us to the company as per the terms and conditions of this application / provisional allotment letter.
- 2.3 I/We understand that I/We shall pay the Net Sale Price of the said Apartment in accordance with the payment plan opted by me/us and in addition, I/We shall also be liable to pay all other amounts, charges and dues mentioned in this application and/or the Provisional Allotment Letter in accordance with the demand raised by the Company from time to time. I/We further understand, agree and acknowledge that the Net Sale Price of the said Apartment is calculated on the basis of the Carpet Area of the said Apartment which is tentative and any increase or decrease thereof shall be payable

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Third Applicant

or refundable at the rate mentioned in this application. It is further understood by me/us that the definition of super built up area, built up area and Carpet Area of the apartment have been clearly defined under the head 'Definitions' in this Application Form, which I/We have fully gone through, understood and assert that the same is clear and suffers from no ambiguity.

- 2.4 The Net Sale Price is escalation-free, save and except increase which the Allottee(s) hereby agrees to pay i.e. increases due to increase in the Carpet Area, increase in DC/IDC, increase in IBMS, increases on account of additional fire safety measures undertaken increase in all types of securities to be paid by the Allottee(s), deposits and charges and increase thereof for bulk supply of electrical energy and any other increase in cost/charges, specifically provided for in the provisional Allotment Letter and/or any other increase in charges or any other additional charges which may be levied or imposed by the Government/statutory authority(ies)/court/ tribunals from time to time.
- 2.5 The Company may on its own discretion modify/delete/improve specifications and/or facilities as mentioned in the provisional Allotment Letter due to technical reasons/due to popular demand/unavailability of certain materials/for overall betterment of the complex/individual unit or for any other reasons beyond the control of the Company. The proportionate increase in cost due to such changes will be borne by me/us alongwith other Allottees in the said Complex. I/We agree that the Net Sale Price of the said Apartment has been calculated on the basis of its Carpet Area only, except the Parking Space(s) which is based on the fixed valuation and that the carpet Area of the said Apartment as stated in the Provisional Allotment Letter is tentative. The final Carpet Area of the Said Apartment shall be confirmed by the Company only after the construction of the said Apartment is completed and the occupation certificate is granted by the competent authority(ies). The Net Sale Price payable for the said Apartment shall be recalculated and upon confirmation by the Company, and any increase or decrease in the Carpet Area of the said Apartment shall be payable by or refundable to me/us, as the case may be without any interest at the same rate on pro-rata basis without any rebate, if allowed. If there shall be an increase in the Carpet Area, I/We agree and undertake to pay for the same on demand by the Company and if there shall be a reduction in the Carpet Area, then the refundable amount due to me/us shall be adjusted from full & final dues at the time of handing over the possession of the said Apartment.
- 2.6 (a) If the variation in the Carpet Area of the said Apartment is within $\pm 2\%$, the Net Sale Price will remain the same. But if such variation is more than $\pm 2\%$, the Net Sale Price and other charges will be adjusted accordingly. It shall always be clear that if any variation is more than $+2\%$ in Carpet Area of the said apartment, then the demand/refund shall be applicable for the entire area e.g. : for a $+3\%$ change the demand/refund shall be applicable for total $+3\%$ area. For avoidance of any doubt it is clarified that the Net Sale Price of the said Apartment is based on the Carpet Area which is tentative and subject to change.
- (b) The Super Built up Area and percentage(%) of the Built up Area to the Super Built up Area is tentative and liable to change and I/We shall have no right to raise any objections, disputes, claim what so ever nature due to change in the Carpet Area, Super Built up Area, and/or percentage of the Carpet Area to Super Built up Area, as the said Apartment is being sold only on the basis of the Carpet Area and I/We shall be liable to pay as per the Carpet Area. The definition of Super Built up Area and Carpet Area and the percentage of the said Apartment area to the Super Built up Area as on the date of execution of the provisional Allotment Letter are clearly defined under the head- 'Definitions' \and the same has been understood by me/us and I/We confirm that I/We shall have no right to raise any objection/ dispute/claim whatsoever nature at any time with respect to the basis of charging the Net Sale Price or any change in the Carpet Area.
- 2.7 I/We may apply for additional parking space(s) in addition to the Parking Space(s) and the same may be provided by the Company subject to the availability on the prevailing rates and I/We shall have to pay charges for such additional parking space(s).
- 2.8 a) I/We agrees and understands that in addition to the Net Sale Price, I/We shall be liable to pay all taxes / charges imposed and or to be imposed by the government or any statutory authority(ies) which shall be charged and paid as follows:

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- (i) A sum equivalent to the proportionate share of taxes/charges shall be paid by me/us to the Company. The proportionate share shall be the ratio of the Carpet Area of the said Apartment to the total Carpet Area of all the apartments, other building, shops, club etc. in the said Complex.
 - (ii) The Company shall periodically intimate I/We herein, on the basis of certificates from an Engineer and/or a Chartered Accountant, the amount payable as stated above which shall be final and binding on me/us and I/We shall make payment of such amount within 30 (thirty) days of such intimation.
 - (iii) I/We assert that I/We have understood the applicability of various government levies, taxes, VAT, service tax and surcharges levied on residential apartments under construction or such state levied charges or such other charges / compensation of any nature levied by any competent authority due to any reason whatsoever and agree to pay the same whether with retrospective effect or levied in future as the case may be. It is clearly understood by me/us that if any or all of the levies/taxes are raised by the appropriate government after the execution and registration of Sub-Lease Deed then notwithstanding the assertions made in the Sub-Lease Deed, such unpaid taxes/levies shall be deemed to be the unpaid sale price of the apartment and the Company shall have the first charge/lien on the said apartment for recovery of such charges.
- b) I/We have understood and agreed to pay any amount charged by the Company on account of any compensation charged/demanded by Greater Noida Authority on account of any compensation paid by the Greater Noida Authority or any other Authority by whatever name called to farmers whether before possession or after possession/execution/registration of Sub-Lease Deed. The amount so charged by the Company from me/us shall be deemed to be the unpaid sale price of the apartment and the Company shall have the first charge/lien on the said apartment for recovery of such charges.
 - c) I/We understand and agree that any additional payment towards premium of the land shall be charged on proportionate basis and I/We agree and undertake to pay such proportionately increased payment without any demur.
- 2.9 In addition to the Net Sale Price, I/We shall have to pay an amount of Rs. Nil (Rupees Nil) towards the club Membership to be provided in the said Complex. However, I/We shall be liable to pay annual fees as well as usage charges in accordance with the usages and services availed by me/us in the club and I/We shall be required to sign and execute necessary documents for the membership of the club which shall contain the detailed terms and conditions of membership of the club and I/We shall be bound by the same. I/We understand and confirm that I/We shall be entitled to use the club facility only if I/We pay the annual club charges as may be applicable from time to time. Further I/We have understood and confirm that the area and the facility of the club is independent area under the ownership of the Company and this area and its facility will never be handed over to the Resident Welfare Association/Society.
- 2.10 Subject to other terms of the provisional Allotment Letter, the rate at which the Said Apartment is to be allotted to me/us shall remain escalation-free during the term of the provisional Allotment Letter. Further, if at anytime before the offer of possession of the Said Apartment to me/us, the Company reduces the rate for selling other apartments in the Said Complex (such reduction in rate is not on account of any discount, scheme, incentive etc. offered or given by the Company to any person or class of person), then I/We shall be given the benefit thereof in such manner and subject to such terms and conditions, as shall be determined by the Company at its sole discretion, provided that
- (i) the Company's new reduced rate for selling other apartments in the said Complex is less than the rate of the Said Apartment; and
 - (ii) I/We am/are not in breach of any of the terms and conditions of the provisional Allotment Letter.
- 2.11 I/We agree that the Company and/or its associates/subsidiaries shall execute a Sub-Lease Deed on or after the completion of the said complex/Said Tower in favour of me/us, provided I/We has paid the Net Sale Price and other charges/payments including unpaid interest for delayed payment (if any),

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deposits/securities mentioned in the provisional Allotment Letter and I/We am/are not in breach of any of the terms of the provisional Allotment Letter. I/We shall be liable to pay all fees, duties, taxes, expenses, other costs, etc. including stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the Sub-Lease Deed of the Said Apartment. I/We agree to pay such amounts/charges as and when demanded by the Company within the stipulated period as mentioned in the demand letter. In case, I/We fails to pay such amounts/charges within the period mentioned in the demand letter, the Company shall have the right to cancel the Allotment and forfeit the Earnest Money and refund the balance amount, if any, after deducting the non-refundable amount to me/us without any interest and such refund shall be done as per the procedure as mentioned in clause 4(e) of the provisional Allotment Letter. I/We shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 and the Registration Act, as amended up to date, including any actions taken or deficiencies/penalties imposed by the competent authorities.

- 2.12 (a) I/We agrees that any payment towards DC levied/leviable by the Greater Noida Authority or any other competent authority(ies) shall be paid by me/us and any further increase in DC by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any competent authority(ies) shall also be paid by me/us. The pro-rata demand made by the Company to me/us with regard to DC/increase in DC shall be final and binding on me/us. If the DC/increased DC is not paid within the time as may be specified, the same shall be treated as non-payment of the charges as per this application /the provisional Allotment Letter and the Company shall be entitled to cancel the Provisional Allotment Letter and forfeit the Earnest Money. However, if the DC/increased DC is levied (including with retrospective effect) after the Sub-Lease Deed has been executed, then the same shall be treated as unpaid amount against of the Said Apartment/Parking Space(s) and in case the Sub-Lease Deed has been executed, the Company shall have the first charge and lien over the Said Apartment/Parking Space(s) till such unpaid charges are paid by me/us.
- b) In case, the Greater Noida Authority or any other authority, imposes/levies any IDC/ additional IDC, levy(ies), fees, cesses, charges etc. in the nature of infrastructure charges either existing or leviable in future (including with retrospective effect), I/We shall be liable to pay such IDC/increase in IDC either directly to the concerned authorities or if paid by the Company or demanded from the Company, pay the same to the Company on pro-rata basis, in accordance with the demand raised by the Company. The pro-rata demand made by the Company to me/us with regard to IDC/increase in IDC shall be final and binding on me/us. If the IDC/increased IDC is not paid within the time as may by specified, then the same shall be treated as non-payment of the charges as per this application /Provisional Allotment Letter and the Company shall be entitled to cancel the provisional Allotment Letter and forfeit the Earnest Money. If the IDC/ increased IDC is levied (including with retrospective effect) after the Sub-Lease Deed has been executed then the same shall be treated as unpaid amount against the said Apartment/ Parking Space(s) and in case the Sub-Lease Deed has been executed, the Company shall have the first charge and lien over the said Apartment/ Parking Space(s) till such unpaid charges are paid by me/us.
- c) If any Service Tax, Trade Tax, V.A.T, G.S.T. and additional levies, rates taxes, registration or any other charges, compensation to the farmers, cess and fees etc. as assessed and attributable to the company as consequences of Court order/Government/ Greater Noida Authority /Statutory or other local authority(ies) order, I/We shall be liable to pay my/our proportionate share for the same. The pro-rata demand made by the Company to me/us shall be final and binding on me/us. If the demand is not paid within the time as may be specified, then the same shall be treated as non-payment of the charges as per this application / Provisional Allotment Letter and the Company shall be entitled to cancel the provisional Allotment Letter and forfeit the Earnest Money. If the said demand is levied (including with retrospective effect) after the Sub-Lease Deed has been executed then the same shall be treated as unpaid amount against the said Apartment/ Parking Space(s) and in case the Sub-Lease Deed has been executed, the Company shall have the first charge and lien over the said Apartment/ Parking Space(s) till such unpaid charges are paid by me/us.

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- 2.13 I/We agree and undertake to pay all types of Government rates, taxes on land, municipal tax, property taxes, wealth tax, Service tax or any other taxes, buildings or other worker construction fund fees or levies of any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Complex/Said Building/Said Apartment or Land appurtenant thereto, as the case may be as in case assessable or applicable from the date of this application for provisional allotment of the said apartment. I/We shall be liable to pay all such levies, taxes and fees on proportionate basis as determined by the Company and the determination of the share and demand thereof shall be final and binding on me/us. However, if the said Apartment is assessed separately I/We shall pay directly to the competent authority.
- 2.14 That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by me/us from the date of possession or deemed date of possession declared by the company, whichever is earlier.
- 2.15 The Net Sale Price mentioned in this application is inclusive of cost of providing electric wiring and switches in said Apartment. Grid Load shall be assigned as per UPPCL norms and power back up to apartment as per company policy.

a) Grid Load Calculation:-

The designer has designed the facility for grid load at a power factor of 0.9 with an overall diversity of 50% considering 85% loading on transformer provided as hereunder:-

ASSIGNED GRID LOAD				
Unit Type	Description	Carpet area (Sq Ft)	Built up Area (Sq Ft)	Assigned Grid Load (KVA)
T-1	2BHK+2T	682.44	983	4.01
T-2	2BHK+2T+STUDY	755.31	1074	4.44
T-3	3BHK+2T	898.04	1252	5.13
T-4	3BHK+3T	950.78	1329	5.54
T-5	3BHK+2T+STORE	950.78	1329	5.54
T-6	3BHK+3T+SQ	1062.08	1498	6.26

As per UPPCL norms the load required to be provided is to any apartment is 50 Watts per sq. mtr. of FAR area of that apartment.

b) Power Back up Calculation:-

The designer has designed the facility for power backup with an overall diversity of 50% & 80% at apartment provided as hereunder:-

ASSIGNED POWER BACKUP				
Unit Type	Description	Carpet area (Sq Ft)	Built up Area (Sq Ft)	Assigned Power Backup (KVA)
T-1	2BHK+2T	682.44	983	2
T-2	2BHK+2T+STUDY	755.31	1074	2
T-3	3BHK+2T	898.04	1252	3
T-4	3BHK+3T	950.78	1329	3
T-5	3BHK+2T+STORE	950.78	1329	3
T-6	3BHK+3T+SQ	1062.08	1498	3

The Company has committed the above mentioned power back up load to each allottee as per the terms of the application except in those cases where Company has agreed to give additional load on the request of Allottee(s) at the time of making the application.

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- c) However, the Net Sale Price does not include the cost of electric fittings, fixtures, electric and water meter etc., which shall be installed by me/us at my/our own cost as well as the charges for electricity connection, water and sewer charges paid to the government authorities. The consumption shall be paid by me/us separately.
- 2.16 The Net Sale Price is inclusive of the firefighting equipment along with fire detection, fire hydrants at locations as per existing norms within the said Complex in the common areas only as provided in the existing firefighting code/regulations. If, however, due to any subsequent legislation/Government order or directives or guidelines or if deemed necessary by the Company or any of its nominees, additional fire safety measures are undertaken, then I/We shall have to pay the additional expenditure incurred thereon on pro rata basis along with the other Allottee(s) as determined by the Company at its absolute discretion.
- 2.17 I/We agree and understand that the Company or its agents/subsidiaries/ associates/ affiliates or sister concerns may, at its sole discretion and subject to such Government approvals as may be necessary; enter into an arrangement of generating and/or supplying power to the Said Complex and any other project/complex which the Company may develop in future. In such an eventuality I/We fully concurs and confirms that I/We shall have no objection to such arrangement for generating and/or supply of power and I/We shall give complete consent to such an arrangement including it being an exclusive source of power supply to the Said Complex or to the said Apartment directly and I/We have noted the possibility of it being to the exclusion of power supply from PVVNL (Paschimanchal Vidyut Vitran Nigam Limited)/UPPCL (Uttar Pradesh Power Corporation Limited)/State Electricity Boards (SEBs)/any other source (hereinafter referred to as 'Power Supply Company') . I/We further agree that this arrangement could be provided within the Said Complex/future project/colonies by the Company or its agents directly or through the respective association of owners. It is further agreed by me/us that the Company or its agents shall have the exclusive right to select the site, capacity and type of the power generating and supply equipment/plant as may be considered necessary by the Company or its agents/its subsidiaries/ associates/affiliates or sister concerns at its sole discretion from time to time. The said equipment/plant may be located anywhere or around the said Complex.
- It is further agreed and confirmed by me/us that the Company or its agents etc. shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed by the company from time to time which may or may not be limited to the rate then charged by the PVVNL/UPPCL/State Electricity Boards (SEBs). I/We agree and confirm that I/We shall pay the amount based on the tariff to the Company or its agents directly or through the association of owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Company or its agents. I/We also confirm that I/We have understood that such power generating and/or supplying equipment may during its operation, cause inconvenience to me/us and in such case I/We shall have no objection to the same. I/We shall be liable to pay the consumption charges. I/We shall not have a right to raise any dispute with regard to such arrangement either with regard to the installation of power generating equipments or payment of tariff at any time whatsoever during the time of the Allottee's ownership of the Said Apartment. This clause shall survive the Sub-Lease of the Said Apartment or any subsequent sale/resale or conveyancing thereof.
- 2.18 Subject to the terms and conditions of the provisional Allotment Letter on and after the payment of the Net Sale Price and other charges and dues as per this application / Provisional Allotment Letter and upon execution and registration of the Sub-Lease Deed, I/We shall have the following rights with regard to the Said Apartment:
- a) ownership of the Carpet Area of the said Apartment.
 - b) ownership of the Built up Area of the said Apartment.
 - c) undivided proportionate interest in the Foot Print excluding the basement and stilt reserved for parking, services and storage, calculated in the ratio of the Carpet Area of the said Apartment to the total Carpet Area of all the apartments in the said Building/Tower (although I/We shall not be making any additional payment towards the land/Foot Print). The interest in land shall not be alienable / transferable separately and shall always remain attached to the said Apartment and be a part of the said Apartment provided however that the proportion is subject to change and

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fluctuation with the construction / removal/demolition of additional floor(s) / or change in number and size of residential units being constructed/ to be constructed thereafter referred to as "Construction Changes" in the particular building.

- d) (i) exclusive right to use the Parking Space(s), if allotted, (without any ownership right) for parking of vehicles only (as listed in Part D of annexure II). I/We hereby acknowledges that the said Apartment along with the Parking Space(s) will be treated as a single indivisible unit for all purposes including the Act and, as such, cannot be transferred separately. I/We agree that I/We shall not have any claim, right or interest whatsoever in respect of any other parking space(s) save and except the Parking Space(s) allotted along with the said Apartment. The Company shall have the exclusive right to deal with or dispose of other parking space(s) in the Said Complex in the manner in which the Company may deem fit.
 - (ii) Mechanical car parking space is provided by the Company on right to use basis and the space referred herein is symbolic only. No particular identifiable space can be allotted against the apartment as the Company is providing the facility of Mechanical parking) I/We hereby acknowledges that the said Apartment along with the Parking Space(s) will be treated as a single indivisible unit for all purposes including the Act and, as such, cannot be transferred separately. I/We agree that I/We shall not have any claim, right or interest whatsoever in respect of any parking space(s) save and except the Parking Space(s) along with the said Apartment. The Company shall have the exclusive right to deal with or dispose of other parking space(s) in the Said Complex in the manner in which the Company may deem fit.
 - e) right to use the Common Areas and Facilities will be confined within the Said Complex only. Since the interest of me/us in the common areas and facilities (as listed in Part A and Part B of annexure II of this application) is undivided and cannot be separated, subject to timely payment of Maintenance Charges, I/We shall use the common areas and facilities harmoniously along with the other apartment owners, maintenance staff etc., without causing any inconvenience or hindrance/annoyance to them.
 - f) right to only use the general common areas and facilities within the Said Complex limited to and precisely listed in Part C of annexure II of this application, which may be within or outside the Foot Print earmarked by the Company as commonly used areas by all the Allottee(s) of all the buildings constructed on the Said Land. The identification by the Company of such areas shall be final and binding on the me/us. However, such general commonly used areas and facilities earmarked for common use of all the allottee(s) shall not include the exclusive reserved parking spaces in the basement/in stilts, podium/in open area of the said Complex individually allotted to me/us of the residential/commercial spaces and other buildings for their exclusive use. I/We acknowledge that these general common areas and facilities have not been included in the computation of the super built up area of the Said Apartment.
 - g) For the sake of clarity it is stated that I/We have clearly understood that nothing herein shall be construed to give me/us any right to raise any claim against the Company on account of any such construction changes or any right to object to the additional construction or removal thereof.
 - h) Notwithstanding that a portion of the common area of the tower in which the said Apartment is located, has been considered for the purpose of calculating the super built up area of the said Apartment, only the said Apartment shall be provisionally allotted to me/us on the terms contained herein and the common area in any manner whatsoever except the right of use as provided herein and I/We shall not have any interest, right or title in the reserved car/two wheeler parking slots, except allotted to me/us, if any.
- 2.19a) I/We agree and understand that the said Apartment/Said Building/ Said Complex shall be subject to the provisions of the Act. The common areas and facilities and the undivided interest of each apartment owner in the common area and facilities and the undivided proportionate interest in the Foot Print as specified by the Company in the declaration (which may be filed by the Company in compliance of the Act), shall be conclusive and binding upon me/us and I/We agree and confirm that my/our right, title and interest in the Said Apartment, the common areas and facilities and the undivided proportionate interest in the footprint shall be limited and

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Second Applicant

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Third Applicant

governed by what may be decided by the Company or as may be specified by the Company in the Declaration.

- b) I/We expressly gives my/our consent to the Company to amend the Declaration in the manner the Company may deem fit including substitution of the method of calculating the undivided proportionate interest in the Footprint and/or undivided interest in the common areas and facilities. The uniform computed value of the said Apartment as may be specified in the Declaration and the parking space(s) (which may be different from the values specified in the provisional Allotment Letter) shall be taken into consideration and such uniform computed value shall not vary and/or fluctuate with any increase or decrease on any future date in the value of the said Apartment and parking space(s) due to any sale transaction or otherwise. I/We confirm to abide by and be bound by the amended declaration.

2.20 I/We acknowledge and confirm that I/We have not paid any amount towards any other land areas, facilities and amenities including but not limited to those listed below, and as such, I/We shall not have the right or interest of any nature whatsoever in the same and the same are specifically excluded from the scope of the provisional Allotment Letter. I/We acknowledge that the ownership of such land, areas, facilities and amenities shall be solely with the Company and/or its associate companies, its subsidiaries and they alone shall have sole right and absolute authority to deal with the same including their usage and manner/method of use, disposal etc., creation of rights, in favour of any third party by way of sale, transfer, sub-lease, joint venture, collaboration or any other mode including transfer to government, semi-government or any other person.

- (i) All lands except the general commonly used areas and facilities within the Said Complex earmarked for common use, limited to and precisely listed in Part- C of annexure II of this application, falling outside the Foot Print, including those as listed in annexure-II, Part-E, or any other facility or amenity as may be provided by the Company at its sole discretion or as provided in accordance with the directions of any competent authority(ies) including any schools, shops, facilities, amenities etc., provided in the stilt of the buildings in the said Complex, are specifically excluded from the scope of the provisional Allotment Letter and I/We shall not have any right of any nature whatsoever in such lands, areas, facilities and amenities within the stilts of the buildings in the Said Complex or anywhere on the Said Land.
- (ii) All land(s) (other than usage of land) earmarked by the Company in the lay out plan as may be approved from time to time or otherwise as public roads, public streets for exiting only for use by general public falling outside the periphery/boundary of the Said Land are clearly outside the scope of the provisional Allotment Letter and I/We shall have no right of any nature whatsoever in such lands.
- (iii) The Super Built up Area of the said Apartment shall not include any recovery/ loading towards the cost of construction of area of club/convenient shopping centre, school/crech situated in the Said Complex. I/We agree, that I/We shall have no right to raise any objection in this respect and the Company shall be free to deal with the same in any manner, as it may deem fit.
- (iv) Any additional construction on the said Land and/or additional buildings in and around the said Land which the Company may construct in order to utilize the additional FAR, incident, if any, to the Said Complex/Said Tower as permitted by the Greater Noida Authority / or any other competent authority(ies).

2.21 I/we acknowledge that the Company shall be carrying out developmental/ construction activities now and for many years in future in the entire project area and that I/We shall not raise any objection or make any claims or default in making payment on time as stipulated in the schedule of payment on any account whatsoever, including inconvenience, if any, which may be suffered by me/us due to such developmental/ construction or its incidental/related activities.

2.22 I/We acknowledge that the Company may, at its sole discretion, make the Said Complex part of any other adjacent project that has already come into existence or may be constructed in future at any time or keep it separate as an independent estate or the Company may make any other building or project, constructed or to be constructed, part of the Said Complex and I/We shall not raise any objection for such formation. In the event of any such formation, undivided proportionate interest in

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the common areas and facilities and the undivided proportionate interest in the Foot Print of me/us may vary and I/We agree to be bound by such change as may be specified by the Company in the Declaration. The decision of the Company in this respect shall be final and binding upon me/us. I/We agree and acknowledge and give my/our consent to the Company to connect the services in the Said complex and/or give access within the Said Complex to any building or project that may come into existence now or in future and to amend the Declaration already filed.

- 2.23 I/We acknowledge and confirm that I/We have read and understood the Act, rules made thereunder and the implications thereof in relation to the various provisions of the provisional Allotment Letter and I/We am/are in full agreement with the provisions of the provisional Allotment Letter in relation to the Act and shall be bound by the provisions of the Act, as and when applicable and from time to time or any statutory amendments or modifications thereof or the provisions of all other applicable laws.
- 2.24 I/We undertake to do all acts, things, deeds including present myself/ourselves as may be required for the execution and registration of any deed/agreement/indenture/declaration in respect of the said Apartment and other relevant document pertaining to Parking Space(s) (if any) as the Company so desire to comply with the provisions of the Act and other applicable laws.
- 2.25 a) I/We undertake to join, any association (RWA) formed under the relevant provisions of the Act and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company for this purpose. I/We also undertake to join the master association (RWA) if and when formed by the Company or its nominee(s) for a part or whole of the Said Complex.
- b) I/We undertake not to join/form any Association (RWA) by myself/ourselves or in conjunction with other Allottees of the said Complex under the provisions of any Act, without the written consent of the Company.
- c) At the time of handing over the maintenance of the complex to the RWA the following will be handed over to the RWA, all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipment's with motor rooms, Single Point Distribution system with all liabilities, Gen-sets, Security Gates with intercom, lift rooms at terrace and other area falling under the common area specified in the Declaration under the Act submitted before the Greater Noida (West) Authority.

3 Payment terms and Housing loan facility

- a) I/we shall deposit all the amount due as per the terms / payment plan as and when they become due for payment.
- b) I/we further undertake that I/we have to deposit the initial payment due upto 20 % of the net sale price of the apartment from my/our own sources. I/We have understood that there may be possibility of bank finance availability upto 80% of the Net Sale Price of the apartment depending upon my/our eligibility criteria but I/We understand and confirm that this is the precondition of this allotment that I/we have to deposit 20 % of the Net Sale Price upfront as and when due from my/our own sources/bank finance as the case may be without any delay.
- c) Thereafter, in case I/we decide to deposit the balance sale price from by my/our own sources I/we shall pay the same as per schedule agreed by me/us in this application.
- d) In case, I/we decide to take the housing loan, I/we shall pay the balance sale price after the Company gets the Said Tower in which the apartment is located bankable, to enable me/us to get the housing loan sanctioned for the payment of further instalments which becomes due as per the payment plan opted by me/us.
- e) In case the unit which I/We am/are purchasing is already eligible for housing loan I/We shall submit all my documents regarding to sanctioning of housing loan to me/us with in seven days from the date of application. Further, I/We agree that I/We will take housing loan from the preferred banker/housing finance institution as advised by the Company. Thereafter, it will be the responsibility of the Company to give me/us the confirmation regarding my/our eligibility of the loan and it will be the Company's responsibility to get the loan sanctioned. In case the Company is not in a position to get my/our loan sanctioned due to any reason within 20 days from the date of submission of my/our all documents required for bank sanction my advance will

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be refunded without any deduction and without any compensation/interest within 60 days from the date of my/our Application. It is the precondition of this booking that I/We will take housing loan only from the Company's preferred banker/financial institution through its nominated agency.

- f) Since my/our first instalment will become due in 30 to 45 days from the date of Application, it will be the responsibility of the Company to get the loan sanctioned and disbursed within 30 to 45 days from the date of loan application (along with all requisite documents), complete in all respect, provided all Bank/Financial Institution (FI) queries are replied promptly. In case I/We make any delay in giving the documents for the purpose of sanctioning of loan of more than 7 days the delay will be on my/our part and in case Company takes more than 30-45 days the delay due to this reason will be on Company's Part. Thereafter once the loan is sanctioned I/We will visit the Bank/FI to sign the documents for the purpose of disbursement within next 3 days so that my/our instalment is paid on time.
- g) I/we clearly understand and agree that if the delay in paying instalment(s) is due to delay in disbursement from Bank/FI, due to Company fault, interest for delay in payment will be charged at the interest rate equivalent at which loan as sanctioned by the Bank/FI. If the delay is on account of my/our part then chargeable interest rate will be as per the terms and conditions of the Application.
- h) I/We agrees that in case I/We opt for a loan arrangement with any Financial Institutions/Banks, for the purchase of the said Apartment, the sub-lease deed of the said Apartment in my/our favour shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/banks.

4 Timely payment is the essence of provisional allotment

I/We agree that time is the essence with respect to payment of Net Sale Price and other charges, deposits and amounts payable by me/us as per the Provisional Allotment Letter and/or as demanded by the Company from time to time and also to perform/observe all other obligations under the Provisional Allotment Letter. The Company is under no obligation to send any reminders for the payments to be made by me/us as per the schedule of payments and for the payments to be made as per demand by the Company or other obligations to be performed by me/us.

- (a) I/We have paid the Registration amount for the booking of the said apartment along with this application, the receipt of which the Company doth hereby acknowledge. I/We agree and undertake to pay the balance earnest money within seven days from the date of booking and the Net Sale Price as per the schedule of payments attached with the provisional Allotment Letter along with all other charges, taxes, securities etc. as mentioned in the provisional Allotment Letter and as per the demand raised by the Company in accordance with the provisional Allotment Letter. In case I/We fail to pay the balance of the earnest money within seven days from the date of this application, the registration amount paid at the time of booking will be forfeited and this application will stand rejected without any further notice and communication.
- (b) I/We agree and confirm that out of the total amount(s) paid/payable by me/us for the said Apartment, 10% of the Net Sale Price of the said Apartment shall be treated as Earnest Money for the due fulfillment by me/us of the terms and conditions as contained in this application and Provisional Allotment Letter. In the event, I/We fail to perform any obligation or commit breach of any of the terms and conditions mentioned in this application and/or the Provisional Allotment Letter, including but not limited to the occurrence of any event of default as stated in clause 41 of the provisional Allotment Letter or the failure on my/our part to sign and return the provisional Allotment Letter in original to the Company within 30 days of the dispatch date thereof, the Company shall have the right to forfeit, without any notice to me/us, the Earnest Money.
- (c) In case, I/We make the complete payment of earnest money equivalent to 10% of the Net Sale Price of the apartment, the balance 90% payment will be paid according to the instalments as per agreed schedule mentioned in the provisional allotment letter. I/We understand and agree with the payment plan opted by me/us and I/We further agree that timely payment of instalments of basic cost and allied/ additional cost, Government levy etc. pertaining to the said apartment is the essence of the terms of the booking. I/We agree to make all payments within time as per the terms of Schedule of Payments and/or as may be demanded by the Company from time to time

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and I/We agree that the Company is under no obligation to send demand/ reminders for payments. If I/We fail/ default in making payment of due amount within stipulated period or my/our tendered cheque or draft gets dishonoured by my/our banker, then the Company shall have rights mentioned herein below:

- (i) It is further agreed that In case I/We fail to pay the amount due as per scheduled mentioned in the provisional allotment letter, The company shall charge the interest on the delayed payment @ 15% per annum for the first ninety (90) days from the due date and 18% per annum for all periods exceeding the first ninety (90) days after the due date.
- (ii) It is further agreed that In case I/We fails to pay the amount due as per scheduled mentioned in the provisional allotment letter, In addition to the interest payable under clause 4(c)(i), I/We hereby authorize the Company to withdraw any discount/ concession given by the company to me/us in whatsoever way or under whatsoever nomenclature given in the Basic Sale Price or other charges/cost in lieu of his/their consensus for timely payment of instalments, which I/We hereby agree to pay immediately.
- (d) It is further agreed that In case, I/We fail to pay three consecutive instalments within the stipulated period, the provisional allotment shall automatically stand cancelled without any prior notice to the effect and in that event the Company shall have the right to forfeit/deduct the earnest money together with interest on instalments due but unpaid and interest on delayed payments and to refund the balance amount, if any, after deducting the non-refundable amount to me/us without any interest and compensation, as per the prescribed mechanism/procedure for refund as mentioned in clause 4(e) hereunder. The company may condone the delay by charging the revival charges as decided by the Company at the time of taking such decision alongwith the interest as mentioned above. However, this will be the sole discretion of the Company only. It is made clear that in case the discretion to condone the delay is exercised by the Company in case of one allottee, it shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in the case of other allottee(s).
- (e) Refund Mechanism
The refund amount, after cancellation shall be refundable to me/us only after realization of money from resale/re-allotment of the said unit to any other party and after compliance of formalities by me/us, which includes the return of original allotment letter, booking confirmation letter, payment receipts etc. I/We further understand it fully that non furnishing of the documents as mentioned above shall entitle the Company to withhold the disbursement of the refund amount till the production of the original documents. The delay in refund arising out of such non furnishing of the original documents shall not entitle me/us to claim any interest, damage, penalty etc. from the Company. In case I/We have taken any loan against such Apartment, the amount so refundable will be first utilised towards repayment of the outstanding balance in such loan account and after getting NOC from the bank/financial institution, the balance if any will be refunded to me/us. The absolute discretion in this behalf will be on the Company only.
- (f) In case, I/We make the payment of any instalment before the due date, then I/We shall be allowed a rebate at the rate of 12% per annum (subject to change from time to time) on the amount of the respective instalment for its early payment. However, the amount of such rebate allowed to me/us is adjustable from full & final dues at the time of handing over the possession of the said Apartment.

5 Mode of Payment

I/We shall make all the payments as per the payment plans within the stipulated time as mentioned in the schedule of payments which will be forming part of the Provisional Allotment Letter to be issued in case the booking is accepted and confirmed by the company and other charges and amounts, as may be demanded by the Company from time to time, without any reminders from the Company, through A/c payee cheque(s)/demand drafts(s) in favour of M/s Rajesh Projects (India) Pvt. Ltd. payable at Delhi/Delhi NCR. Outstation cheques shall not be accepted. If I/We makes payment through cheques, and the cheque is dishonored due to any reason whatsoever, the Company shall be entitled to charge Rs. 1,000/- (One Thousand Only) per instance from me/us.

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It is further understood that If I/We make any payment by way of RTGS or NEFT, then the same shall be done only with prior consent of the Company. Once such payment is made after getting the consent in writing from the Company, I/We shall be liable to seek the confirmation of the payment from the Company within next three days. If any RTGS/NEFT payment is made without consent of the Company then I/We shall only be entitled to seek refund of the same without any interest thereon.

6 Compliance of laws relating to remittances

If I/We am/are non-resident of India, I/We shall be solely responsible for complying with the necessary formalities laid down in the Foreign Exchange Management Act 1999 and rules made thereunder (FEMA), Reserve Bank of India Acts and rules made there under (RBI) or any other statutory amendments/modifications made 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 the provisional Allotment Letter. I/We agree that in the event of any failure on my/our part to comply with the applicable guidelines issued by RBI, I/We alone shall be liable for any action under FEMA. I/We shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in my/our residential status subsequent to the signing of the provisional Allotment Letter than it shall be the sole responsibility of me/us to intimate the same in writing to the Company immediately and comply with the necessary formalities if any under the applicable laws. The Company shall not be responsible towards any third party making payments, remittances on behalf of me/us and such third party shall not have any right in the provisional Allotment Letter/Allotment of the said Apartment in any way and the Company shall issue the payment receipts in favour of the Allottee(s) only.

7 Adjustment/appropriation of payments

I/We authorizes the Company to adjust/appropriate all payments that shall be made by me/us under any head(s) of dues against outstanding heads in my/our name and I/We shall not have any right to object/demand/direct the Company to adjust the payments in any manner otherwise than as decided by the Company.

8. Amendment in Sanction & Modifications in Layout Plans and/or Building Plans on account of change in Construction plan including Alteration/ Modification in the Area & Specification in the Said Apartment/ Tower/Complex or due to increase in FAR of project.

- a) As per the prevailing building bye laws of the GNIDA Authority, The FAR (Floor area ratio) of **RG Luxury Homes** is 3.5 of the said plot area which comprises of fixed number of apartments in proportion to the population density i.e. 2100 P.P.H. further additional 0.5 FAR has been proposed by GNIDA Authority and is expected to be released shortly so thereafter total FAR of the project will be 4.00 with proportionate density of 2400 PPH. Also as per the norms of GNIDA, 5% FAR for the green building is additionally permissible. Furthermore 10% of the total FAR is compoundable. Thereafter GNIDA Authority may further increase FAR of the said plot area. Whenever it will be offered for purchase by the GNIDA, company may purchase said additional FAR. Accordingly the number of dwelling units (apartments) and population density may increase. Further in the eventuality of change in FAR the company shall have the right to construct additional floors on the terrace (roof on the top floor) to achieve the enhanced FAR. The company can make any type of change in layout/elevation/ design/alteration in open space area or parking spaces etc. as and when required and deemed fit by the company and I/We shall have no objection to the same.
- b) The Company has proposed the pricing of the apartment keeping in mind future possibilities of the increase in FAR upto 4.00. Further I/We acknowledge that I/We have not made any payment towards the additional FAR. In case the Company gets additional FAR over and above FAR of 3.5, the Company has sole right to purchase the additional FAR in the manner as it deems fit and I/We shall have no right to object to any of such construction activities carried out on said building/in the said complex.
- c) The Company is permitted to undertake/execute the project in phased manner therefore the plan of the entire project is also prepared in phased manner. I/We agree that these plans may be amended/modified in any manner as deemed fit by the Company or the Competent Authority, at any time during the course of construction.

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- d) I/We further agree that these plans may be amended/modified in any manner as deemed fit by the Company or the Competent Authority even after the completion of the construction of any part/phases of the project, including the phase in which my/our apartment is located.
- e) I/We have seen the plans shown to me at the time of booking. I/We understand and agree that these plans are either sanctioned or under process of sanction. I have also been explained that these plans are tentative and I have applied for the provisional allotment of the said Apartment with the specific knowledge that the building plans, design, specifications, measurements, dimension, location and number of the said Apartment and/or the said building, floors plans may change/revised in future for which I/We shall not be having any objection in future.
- f) (i) I/We hereby understand and agree that during the course of construction the Company is fully entitled to increase/change in the number of floors and/or the height of such Tower in which I/We have booked the Apartment or in any other part of the phase in which construction of my Tower is under execution, provided more than 50% of the allottees of the particular Tower/phase have either consented or not objected for the proposed changes.
- (ii) I/We hereby understand and agree that even if the construction of the Tower in which I/We have booked the Apartment is complete and the possession has also been handed over to me/us by the Company, the Company shall be entitled to increase/change in the number of floors in that particular Tower, provided more than 50% of the allottees of the particular Tower/phase have either consented or not objected for the proposed changes.
- (iii) I/We understand and agree that my/our right to consent or object under this clause is required only in regards to changes, amendments and modifications only in the Tower/phase in which my apartment is located.
- g. I/We agree and understand that if during the course of construction and/or after completion of the construction and/or after handing over physical possession of the apartment to me/us or even thereafter or even otherwise under the rule of local authorities / NOIDA Authority, the Company is entitled to get additional FAR. The Company shall have the sole right to utilize this additional FAR in the following manner:-
- i) In case Company decides to make addition to the said Tower in which my/our Apartment is located, the Company shall comply with requirements under clause no. 8 (f) as above.
- ii) I/We understand and agree that my/our right to consent or object under this clause is not required, in case the Company decides to construct additional Towers in the area earmarked for future construction or redesign any existing tower wherein the Company has not allotted any Apartment or where the Company is making any changes in any location/Tower other than my/our Tower in which my apartment is located.
- h. The additional construction/changes/alterations/modifications/ as dealt here above, may result in change in the proportionate interest in the Common Areas and Facilities within the Said Complex and/or the proportionate interest in the Foot Print of the Said Tower and the Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage system in the said Complex.
- i. The Company may modify/delete/improve specifications and/or facilities as mentioned in this Application or provisional Allotment Letter due to technical reasons/due to popular demand/unavailability of certain materials/for overall betterment of the complex/individual unit or any other reasons beyond the control of the Company.
- j. I/We have made the application by understanding every content of this clause. It shall be presumed that I/We have given all time consent and NOC of all which has been stated herein above and such NOC/Consent shall be deemed to be the consent/NOC within the meaning of U.P. Apartment (promotion of Construction, ownership & Maintenance) Act No. 16 of 2010.
- k. In case at a later stage I/We, whether expressly or impliedly object to or withdraw my consent as provided in clause 8(a) to 8 (j) above, then my/our allotment shall be liable to be cancelled at the discretion of the Company and on such cancellation, I/We shall be entitled for refund of the advanced amount against the said apartment with a simple annual interest @ 9% as per the procedure laid down in clause 4(e).

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9. Increase/decrease in Net Sales price (NSP) of the Apartment

- a. I/We have seen and accepted the schedule of payments, tentative typical apartment plans/building plans/layout plans and tentative specifications. The Company may at its sole discretion or as may be directed by any competent authority(ies) or due to Force Majeure conditions, carry out, such additions, alterations, deletions and/or modifications in the floor plans, building plans, Complex Layout Plan, specifications, etc., including but not limited to the change in the position of the said Apartment, change in the number of the said Apartment, change in the area and/or change in the dimension of the said Apartment at any time thereafter till the grant of occupation certificate by the competent authority with respect to the said complex. The issuance of the occupation certificate shall be the conclusive evidence that the construction of the Said Complex is fully completed in accordance with the plans and specifications as mentioned in the provisional Allotment Letter or any modifications thereof.
- b. The Company may modify/delete/improve specifications and/or facilities as mentioned in this Application or provisional Allotment Letter due to technical reasons/due to popular demand/unavailability of certain materials/for overall betterment of the complex/individual unit or any other reasons beyond the control of the Company, which may or may not result in any change in the NSP of the apartment.
- c. The Proportionate increase in cost due to changes as mentioned in this entire clause, will be borne by me/us. In case of any alterations/modifications in the Carpet area and/or including as mentioned here above, resulting in increase/decrease of more than 10% in Net Sale Price (NSP) of the said Apartment or material/substantial change in the sole opinion of and as determined by the Company, in the construction and development of the said complex, in the specification of the material to be used in the Said Apartment, any time prior to and/or upon the grant of occupation certificate, the Company shall intimate in writing to me/us the proposed changes thereof and the resultant change, if any, in the Net Sale Price of the Said Apartment to be paid by me/us. I/We agree to deliver to the Company any objections to the changes within thirty (30) days from the date of notice of such changes. In case, the Company does not receive any written objection from me/us within thirty (30) days of the dispatch of notice of such changes, then I/We shall be deemed to have given unconditional consent to all such alterations/modifications and for payments/refunds, if any to be paid/refunded in consequence thereof. If the Company receives the objections in writing within the stipulated time from me/us of the proposed changes, then the Company may either decide not to go ahead with the proposed changes or may decide to cancel the provisional Allotment Letter without further notice and refund the entire money received from me/us with simple interest @ 9% per annum. In case, the Company decides to cancel the Provisional Allotment Letter, the Company shall be released and discharged from all its obligations and liabilities under the provisional Allotment Letter and I/We shall have no right, interest or claim of any nature whatsoever on the Said Apartment and the Company shall be free to allot/sell/transfer the said apartment to any third party or to deal with the same in any manner whatsoever. The Company shall have no other liability except to refund the amount as stated above. The amount so refundable will be refunded as per the procedure laid down in clause 4(e) here above.

10. a) Schedule for completion of construction of the Said Apartment

- i) The project has been developed in parts/phased manner, which has led to various revisions/amendments in the drawings/layout plans. Accordingly the sanction / amendments/ revision of the maps have been obtained in phased manner as per details given hereunder:-
 - Original maps sanctioned vide letter dated 27.04.2011
 - Maps were revised on 26.11.2012
 - The further revised maps were approved on 28.08.2014
 - Lastly the Company has applied for revision of maps in terms of conception of 'RG Condos', vide application dated 28.03.2016

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- ii) Subject to terms of this application and the Provisional Allotment Letter and the Company's present plans and estimates and to all just exceptions, timely payment of the Net Sale Price and other amounts, charges and dues as mentioned in the Application/ Provisional Allotment Letter by the allottee(s),

The Company will endeavor to complete construction of Towers as per below given schedule:

S. No.	Tower	Completion Date	Last Date of Completion including Grace Period of 6 months
1	B	30 th June, 2018	31 st December, 2018
2	C	30 th June, 2018	31 st December, 2018
3	D	30 th June, 2018	31 st December, 2018
4	E	30 th June, 2018	31 st December, 2018
5	A	30 th September, 2018	31 st March, 2019
6	F	30 th September, 2018	31 st March, 2019
7	M	30 th September, 2018	31 st March, 2019
8	G	30 th September, 2018	31 st March, 2019
9	H	31 st March, 2019	30 th September, 2019

Thereafter, the company will apply for Occupancy Certificate/Completion Certificate to the concerned authority. I/We understand and agree that the concerned authority generally takes the time of 60-90 days for issuing the Occupancy Certificate/Completion Certificate, as applied i.e. partial / complete After the authority issues the Occupancy Certificate/Completion Certificate, the Company shall offer the possession of the said Apartment to me/us, subject to the terms and conditions of this application /Provisional Allotment Letter.

- iii) The said project is comprising of many Towers, as soon as the construction of particular tower will be completed with all the basic amenities attached to that Tower, the company after applying for the completion certificate of particular tower to the authority concerned, will offer the possession as per procedure mentioned under para 12, the construction of remaining Towers will be on going, it can take further time in the completion. I/We have to take possession of my/our apartment as and when it will be offered to me/us and or ongoing construction or any other reason whatsoever. It is hereby cleared to me/us that the completion certificate in part could also be applied for a particular Tower of the project after completing the construction, depositing the requisite fee and obtaining the NOC's from all concerned departments. Therefore the gap after applying for completion certificate and issuance of a completion certificate shall not be the reason for denial of taking the possession by me/us.
- iv) Any delay whatsoever be the reason, in issuance of the completion certificate after the application for obtaining the Occupancy Certificate has been submitted by the Company to the Competent Authority, shall not be considered as any delay on account of the company. The date of applying the completion certificate shall be presumed as the date of completion.
- v) The amenities like Road, Electricity, Sewer and Water supply shall be provided by the GNIDA Authority concerned upto the boundary of said project. The company will carry out all the above mention amenities within the boundary of the said project i.e. internal development of the project. The delay in providing the above said facilities on the part of the GNIDA/Authority concerned shall not be considered the delay on part of the company.
- b) Delay due to reasons beyond the control of the Company
If the completion of construction of the Said Apartment is delayed due to Force Majeure conditions, then the Company shall be entitled to the extension of time for the delivery of possession of the Said Apartment. The Company during the continuance of the Force Majeure reserves the right to alter or vary the terms and conditions of the provisional Allotment Letter or if the circumstances so warrant, the Company may also suspend the development of the said complex for such period as is considered expedient and I/We shall have no right to raise any

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Third Applicant

claim, compensation of any nature whatsoever for or with regard to such suspension.

I/We agree and understand that if the Force Majeure condition continues for a period of more than one year, then the Company alone at its own judgement and discretion may terminate the provisional Allotment Letter and in such case only the liability of the Company shall be to refund the amount without any interest or compensation whatsoever. I/We agree that I/We shall have no right to raise any claim of any nature whatsoever and the Company shall be released and discharged of all its obligations and liabilities under the provisional Allotment Letter with effect from the date of such refund.

- c) Failure to complete construction and deliver possession due to Government rules, orders, notifications etc.

If the Company is unable to complete the construction/development of the Said Apartment/Said Tower/Said Complex due to any government/regulatory authority's action, inaction or omission, then the Company may at its sole discretion challenge the same by moving to the appropriate Courts, Tribunal(s) and/or Authority. In such a situation, the amount(s) paid by me/us shall continue to remain with the Company and I/We shall not have any right to terminate the provisional Allotment Letter and ask for refund of my/our money and the provisional Allotment Letter shall remain in abeyance till final determination by the Court(s)/Tribunal(s)/Authority(ies). However, I/We may, if so desires become a party along with the Company in such litigation to protect my/our rights arising under the provisional Allotment Letter. In the event, the Company succeeding in its challenge to the impugned legislation or rule, regulation, order or notification as the case may be, it is hereby agreed that the provisional Allotment Letter shall stand revived and I/We shall be liable to fulfill all the obligations as provided in the provisional Allotment Letter. It is further agreed that in the event, the aforesaid challenge becomes final, absolute and binding, the Company will, subject to the order or direction of the court/tribunal authority, refund within reasonable period and in such manner as may be decided by the Company to me/us, all the amounts received from me/us after deducting Non-Refundable Amounts, without any interest or compensation and the decision of the Company in this regard shall be final and binding on me/us save as otherwise provided herein and I/We shall be left with no other right, claim of whatsoever nature against the Company under or in relation to the provisional Allotment Letter.

- d) The construction of the project is likely to be completed as early as possible, the following can affect to that, regular and timely payments by me/us, availability of building material etc. any dispute with the contractor, change of laws by Government/Local authorities, any court orders/force major circumstances etc. No claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any other reasons beyond the control of the company.

11. Penalty/Delay Compensation payable in case of delay in Completion of Construction

- (i) In case the company is unable to complete the construction as per the date mentioned above including the grace period, the company shall pay the penalty as per the forgoing provisions under this clause. The company shall not be liable to pay any penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for completion certificate only.
- (ii) For the purpose of calculation of delay, such delay shall be calculated till the date of application to concerned authority for completion / occupancy certificate / any certificate of whatever nomenclature required for the purpose of handing over the possession from concerned competent authority or issuance of formal offer for fit-out, whichever is earlier.
- (iii) The period of delay shall be calculated as under:-
- A) Actual Date of Completion of Constructioun = Date of Application for Occupancy Certificate
B) Less: Proposed Date of completion of construction as mentioned above in Application
C) Less: Grace period in months as mentioned above in Application
D) Less: Force Majeure period in months as applicable

Formula : A-B-C-D = Delay Period

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First Applicant

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Second Applicant

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Third Applicant

Illustration: For Tower A

Assume in case the Actual Date of completion i.e Date of Application for Occupancy Certificate is	31.06.2019
Less : Date of completion of construction as mentioned above in Application	30.09.2018
Less : Grace Period in months as mentioned in Application Form	6 months
Less: Force Majeure Period- At Present	NIL
Last Date for Completion of Construction / applying for occupancy certificate to the competent authority will be (31.06.2019 - 30.09.2018 -6 months - NIL)	31.03.2019
Delay period = 31.06.2019 (-) 31.03.2019	3 Months

- (iv) I/ we understand that the construction may be stopped due to any force majeure reason then some time will be required for remobilization of the constructional activities at site, therefore the force majeure period as defined above will be calculated as under:-

If work is stopped for

- | | |
|--|----------|
| a) Less than 1 month then remobilization period = | NIL |
| b) 1 month to less than 3 Month then remobilization period = | 1 month |
| c) 3 month to less than 6 Month then remobilization period = | 2 months |
| d) 6 Month or More then remobilization period = | 3 months |

- (v) The company shall pay the penalty as per following details:-

- In case the delay period calculated as per provisions of above is up to 1 year than the company shall pay simple interest @ 12% per annum on the total amount deposited against the booking of this unit for the delayed period .
- Where the delay is more than one year but up to 2 years then instead of the penalty under clause 10 (v) (a) above the company shall pay simple interest @ 15% per annum on the total amount deposited against the booking of this unit for the delayed period.
- Where the delay is beyond a period of 24 months, then I/We shall be entitled to exercise the option to claim simple interest @ 15% per annum on the total amount deposited against the booking of this unit for the delayed period or to cancel the booking. In case I/We opt for cancellation of my/our booking then I /We will be entitled for refund of entire amount advanced against the booking without any deduction along with simple interest @ 12% per annum from the respective dates of payments made by me/us to the company to the date of refund.

Both the parties understand and agree that the compensation rates as mentioned in this clause are just and equitable estimates of the damages which I/We may suffer. However the payment of compensation and/or interest shall be subject to following

- The adjustment of such delay period penalty shall be done from full & final dues at the time of handing over the possession of the said Apartment.
- No Delay penalty shall be payable in case of Force Majeure conditions.
- No Delay penalty shall be payable in case I/We fail to pay due instalments in time. However the interest for delay in payment of instalments by me/us shall be payable as per the terms and conditions of the application.
- It is clarified that if the delay in payment of instalment is not more than three occasions with delay not exceeding thirty days each then the delay may be condoned by the Company and I/We will be entitled for delay penalty subject to payment of interest for delay in payment of instalments by me/us as per the terms and conditions of the application.
- I/We agree that I/We shall have no other rights/claims whatsoever apart from any delay penalty stated herein above.

12. Procedure for handing over the possession of the apartment

- The construction of the apartment shall be deemed to have completed once the Company

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First Applicant

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Second Applicant

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Third Applicant

applies for Occupancy Certificate of the concerned Tower where my/our apartment is located..

- b. I/We understand and agree that Once the Occupancy Certificate is issued by the competent authority, the Company will send Offer of Possession letter. The Company will give 90 days time to the allottees to complete their full and final settlement. I/We understand and agree that I/we shall complete my full and final settlement within the given time in offer of possession letter. After completion of the full and final settlement and making the full and final payment thereof, the company will start the fit out activities on my/our apartment.
- c. The process of fit-out of the apartment generally take a period of 45-60 days. However, the same will be done on first come first serve basis and the period of completion of fitout activities may take finally more time than 45-60 days. On completion of the fit-out work, I will be required to go and inspect my apartment and submit the snag list (if any) before taking the possession. The rectification as per snag list may take 10 to 20 days. Once I am satisfied with the quality of the construction of the apartment, I/We shall be required to purchase the applicable stamp duty for the execution and registration of the Sublease Deed. The process of execution and registration of the sublease deed may take 20-30 days time which will also be carried out on first come first serve basis under a prudent lot size. Once the sublease deed is registered, I/We shall be delivered the possession of the Apartment.
- d. In case, I/We prefer to expedite the process of possession, than on my/our written request the company will allow me/us to fully and finally settle my/our account during the period from making the application for completion of construction and before the issuance of the Occupancy Certificate. In such case I/we will get priority for inspecting my/our apartment immediate after the receipt of Occupancy Certificate. Based upon my inspection, the Company shall be carrying out fit-out works of my/our apartment on priority basis and shall complete the same within 60-90 days from the date of inspection and payment thereafter. The company will start the process of sublease deed and possession accordingly.
- e. I/We understand that at the time of possession of my apartment, all or any common facilities including club area, commercial complex etc. may not be operational and I/We hereby agree that non-operational status of such facilities shall not be a ground for me/us to delay in accepting the possession of the Apartment as the development and operationalization of such facilities are planned in progressive manner with development of various phases. I/We also understand that the development and operationalization of all or any of such facilities may not be planned along with the completion of the phase in which my/our apartment is situated. I/We shall not raise any objection for the same.

13. Failure of the Allottee(s) to take possession

- a. If I/We fail to take the possession of the Said Apartment as aforesaid within the time limit prescribed by the Company in its notice, then the Said Apartment shall be at my/our risk and cost and the Company shall have no liability or concern thereof. Further, I/We agree that in the event of my/our failure to take possession of the Said Apartment within the time stipulated by the Company in its notice, I/We shall have no right or claim in respect of any item of work in the Said Apartment which I/We may allege not to have been carried out or completed or in respect of any design specifications, building materials or any other reason whatsoever and I/We shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the Said Apartment/Said Tower/Said Complex.
- b. Any delay by me/us in taking the possession would attract liquidated damage @ Rs.10/- per sq. ft. per month of the Carpet Area of the said Apartment for any delay of one month or any part thereof in taking possession of the said apartment for the entire period of delay. The said liquidated damages shall commence from the date of expiry of Fit-Out-Period.
- c. This holding/waiting period shall have a limit of maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except refund of amount paid without any interest after deducting the Earnest Money and non-refundable charges shall be entitled and entertained. Further in case of bank loan the due amount will be refunded to the bank and balance amount, if any, will be refunded to me/us.

14. a) Use of the Said Apartment

The apartment shall be used for the residential purpose, the purpose which may or likely to

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First Applicant

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Second Applicant

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Third Applicant

cause public nuisance or not permissible under the law shall not be allowed. I/We shall not use the Said Apartment for any commercial or illegal or immoral purpose; or to cause anything to be done in or around the said Apartment which tends to cause interference to any adjacent plot(s)/apartment(s)/building(s). Any type of encroachment/construction in the entire complex including roads, lobbies, roof etc. shall not be allowed to the apartment's owners or associations of apartment's owners. They also shall not be permitted to closing of verandah, lounges, balconies, common corridors, even if particular floor/floors occupied by the same party. Any alteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of apartment, signboard, publicity or advertisement material outside the apartment or any where in the common areas shall not be permitted. Any type of change inside the apartment which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC shear wall supporting the whole structure therefore no change is allowed. Further I/We shall not carry out any repair / renovation /modification to the apartment effecting the external walls and façade of the apartment. I/We shall indemnify the Company against any action, damages or loss due to misuse for which I/We shall be solely responsible.

b) Use of Terraces

The Company alone shall have the title to the terrace above the top floor of the said Tower and shall have the right to give on lease or hire any part of the roof top/terraces above the top floor, for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and I/We shall not have any right to object or cause any hindrance to the same or make any claims on this account.

c) Use of basement/Podium and service areas

The Basement/Podium and service area as per the permissible usage can also be allotted for other purposes like domestic storage spaces etc. The basement(s)/Podium and service areas, if any, as may be located within the said Complex, as the case may be, earmarked by the Company to house services including but not limited to electric sub-stations, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per zoning plans/building plans. I/We shall not be permitted to use the services areas in/and the basements in any manner whatsoever and the same shall be reserved for use by the Company or the Maintenance Agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of the provisional Allotment. 12. General compliance with respect to the Said Apartment

15. General compliance with respect to the Said Apartment

- a. I/We shall, after taking possession or after the expiry of fit-out period as stipulated in Clause 12, be solely responsible to maintain the Said Apartment at my/our own cost, in a good reparable and tenantable condition and shall not do or suffer to be done anything in or to the Said Apartment, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Apartment not in any way damaged or jeopardized. I/We shall also not change the colour scheme of the outer walls in painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. I/We shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The non-observance of the provisions of this clause shall entitle the Company or the Maintenance Agency, to enter the Said Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expenses of me/us. I/We shall be responsible for any loss or damages inside/outside the premises of the said apartment arising out of breach of any of the aforesaid conditions.
- b. There will be a defect liability period of 24 months from the date of offer of possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster

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First Applicant

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Second Applicant

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Third Applicant

masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. the defect liability period is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall Co-operate with the purchaser in sorting out the issue.

- c. The car/two wheeler parking will be available inside the complex, as per the type opted by me/us in this application Form. The cars/scooters/Two Wheelers/Cycles shall be parked within the same parking spaces allotted to me/us. No car/vehicle is allowed inside the complex except those who have reserved the car/two wheeler parking space. The company also reserved its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the said complex to the Resident's Welfare Associations of the complex. The R.W.A. or owners/allottees/occupants of the apartments shall not have any right over the un-allotted parking spaces.

16. Compliance of laws, notifications etc. by Allottee(s)

- a) I/We am/are accepting and signing the provisional Allotment Letter for the allotment of the Said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Complex/Project. I/We hereby undertakes to comply with and carry out, from time to time after taking possession of the Said Apartment all the requirements, requisitions, demands and repairs which are required by any development authority/ GREATER NOIDA (WEST) /government or any other competent authority in respect of the Said Apartment at his own cost and keep the Company indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- b) That the owner(s) after possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P Pollution Control Board/Water Commission / any other rules and regulations by State of U.P. or any other competent authority. That I/We shall abide by all laws, rules and regulations of the GREATER NOIDA (WEST) /local authority /State Govt. / Govt. of India and of the Resident Welfare Association (as and when the RWA formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after handing over the possession of the apartment. The apartment shall be used for the residential purpose only.

17. Unsold Spaces

- a. All the unsold spaces and the areas which are not the part of common area shall continue to be the property of the company and all rights related to such properties are reserved with the company for the said areas.
- b. The Company shall have the right to make, any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold apartment within the Said Complex and I/We shall have no right to raise objection or make any claims on this account.

18. School(s), Shops, Commercial Premises, Club, etc.

I/We agree that if the Company either itself or as per direction of any competent authority earmark any portion(s) of the Said Land for the construction of schools, shops, club/community centre(s), commercial premises/buildings etc., in such case, it is a condition of the provisional Allotment Letter that I/We shall have no right to object to its location as may be decided by the Company and approved by the competent authority and shall not have any right, title or interest in any form or manner in the land earmarked for as well as in the school(s), if any, shops, commercial premises, religious building, club/community centre, the buildings constructed thereon and facilities provided therein. Further, I/We hereby agrees not to have any claim or right in any commercial premises or interfere in the matter of booking, allotment and sale of school(s), if any, shops, commercial premises, club/convenient shopping centres or in the operation and management of shops, club/convenient shopping centre, school(s), commercial premises/buildings etc.

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First Applicant

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Second Applicant

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Third Applicant

I/We agree that I/We shall not have any right in any commercial building, shops, convenient shopping centre, school etc. or to that matter any area specifically earmarked as Independent Area in the declaration under the "Act" if any, constructed in the said complex. The Company shall be free to dispose of the same on such terms and conditions, as it may deem fit. I/We shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the shops, commercial, buildings, club, etc. or in the operation and management including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, Semi-Government, or any other authority, body or any person, institution, trust and/or any local body(ies) which the Company may deem fit in its sole discretion.

19. I/We further agrees and undertakes that I/We shall after taking possession of the Said Apartment or at any time thereafter shall have no right to object to the Company constructing or continuing with the construction of the other building(s)/blocks outside/adjacent to or inside the Said Complex or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the Company, on the ground that the infrastructure required for the Said Complex is not yet completed. Any violation of this condition shall entitle the Company to seek remedies provided under the provisional Allotment Letter in cases of breach, non-payment, defaults etc.

20. Company's right to raise finance

The Company shall have the right to raise finance/loan from any financial institution/ bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/ mortgage of the Said Tower/Said Complex/Said Land subject to the condition that the Said Apartment shall be free from all encumbrances at the time of execution of Sub-Lease Deed. The Company/financial institution/bank, as the case may be, may always have the first lien/charge on the Said Apartment for all their dues and other sums payable by me/us or in respect of any loan granted to the Company. The consent of me/us shall be deemed to have been granted for creation of such charges during the construction of the complex.

21. Provisional Allotment Letter sub-ordinate to mortgage by the Company

I/We agrees that no lien or encumbrance shall arise against the Said Apartment as a result of the provisional Allotment Letter or any money deposited hereunder by me/us. In furtherance and not in derogation of the provisions of the preceding sentence I/We agrees that the provisions of the provisional Allotment Letter are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrance(s) shall not constitute an objection to the title of the Said Apartment or excuse me/us from making payment of the Net Sale Price and other charge, deposits, securities etc. of the Said Apartment or performing all the allottee(s) other obligations hereunder or be the basis of any claim against or liability of the Company provided that at the time of the execution of the Sub-Lease Deed with respect to the Said Apartment shall be free-and clear of all encumbrances, lien and charges whatsoever. In case, I/We have opted for long term payment plan arrangement with any financial institutions/banks the Sub-Lease Deed of the Said Apartment shall be executed in our favour only on the Company receiving no objection certificate from such financial institutions/ banks.

22. Company's charge on the Said Apartment

I/We agrees that the Company shall have the first charge/lien on the Said Apartment for the recovery of all its dues payable by me/us under the provisional Allotment Letter and such other payments as may be demanded by the Company from time to time. Further, I/We agrees that in event of my/our failure to pay such dues as afore-stated, the Company will be entitled to enforce the charge/lien by selling the Said Apartment to recover and receive the outstanding dues out of the sale proceeds thereof.

23. Enforcement of the Provisional Allotment.

The provisional Allotment Letter is prepared in duplicate and sent to me/us for its acceptance and signing. I/We must sign these two (2) copies of the Provisional Allotment Letter. Mere Forwarding this unsigned Provisional Allotment Letter to me/us by the Company does not create a binding obligation on the part of the Company or me/us.

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First Applicant

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Second Applicant

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Third Applicant

The provisional Allotment Letter will be effective only when:-

- I/We signs and delivers to the Company the provisional Allotment Letter within thirty (30) days from the date of its dispatch by the Company. After the duly signed copies by me/us are received, accepted and signed by the Company through its authorized signatory and one copy thereof is dispatched to me/us within thirty (30) days from the date of receipt of the provisional Allotment Letter by the Company from me/us.
- If I/We fails to do so, then this application of the Alottee(s) may be treated as cancelled and the Earnest Money paid by me/us shall stand forfeited at the sole discretion of the Company.

24. Provisional Allotment Letter not assignable

I/We agree that the Application / provisional allotment is not assignable nor my/our name can be substituted and / or deleted for a period of one (1) year from the date of the Booking. However, after expiry of one year, the Company may, at its sole discretion and subject to applicable laws and notifications or any governmental direction, permit I/We to get the name of my/our nominee substituted, added and/or deleted in my/our place subject to following conditions:-

- a) The Company at the time of granting permission may impose any terms and conditions and charges in consonance with the prevailing laws i.e. stamp duty, income tax, service tax, Value Added Tax etc. as per the sole discretion of the company.
- b) For the first such assignment the Company will charge the assignment fees as per the rates applicable at the time of assignment Plus Service Tax (As Applicable).
- c) In order to effect the said assignment, I/We shall surrender the booking of the apartment with all its original documents to the company for seeking permission for such assignment.
- d) The monetary consideration attached with such assignment (if any) shall not be at a price below the prevailing circle rates on the date of such assignment.
- e) I/We shall advice our prospective assignee to pay the consideration attached with such assignment (if any) to the Company.
- f) The fresh provisional allotment letter will be issued in favour of the prospective assignee after collection of the consideration from the prospective assignee.
- g) After receiving the total monetary consideration receivable from the prospective assignee the repayment will be made in the following manner:-
 - i) The consideration so received from the prospective assignee will be first utilized towards recovery of outstanding company dues i.e any unpaid amount, interest for delayed payment, assignment charges or any other charges levied by the company in consonance of the prevailing laws.
 - ii) In case there is any loan taken by me/us against the apartment, the balance consideration after adjusting company dues as mentioned in clause 24(g)(i) will be utilized towards repayment/closure of the bank loan.
 - iii) The balance consideration amount after adjusting the company dues as mentioned in clause 24(g)(i), repayment of bank loan (if any) as mentioned in clause 24(g)(ii) and after getting NOC from the bank will be payable to me/us.
- h) I/We shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, deletion and / or substitution.
- i) Notwithstanding the period of completion as mentioned in clause 10 herein above, the Company shall be entitled to extend the completion date on each assignment of the provisional allotment rights. The new completion date will be specifically mentioned in the fresh provisional allotment letter issued to the assignee.
- j) In case of subsequent cancellation of the apartment as assigned above, the assignee will be entitled for refund to the extent of the net amount received by the company in respect of the originally allotted price, i.e. the new assignee will not be entitled for refund of the amount which he has paid as premium to the original Allottee(s), if any. The amount shall be refunded subject to the applicable deductions, if any as per the procedure laid down in clause 4(e).

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First Applicant

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Second Applicant

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Third Applicant

25. Entire Application

I/We agree that this Application along with its annexures and the terms and conditions stipulated in this Application constitutes the entire Application and my/our entire understanding with respect to the subject matter hereof and supersedes any and all understandings (if any), any other Letters, correspondences, arrangements whether written or oral, if any, between the Company and me/us. The terms and conditions of the Application shall continue to be binding on me/us save and except in case where the terms and conditions of the Application are at variance with the terms and conditions of the Provisional Allotment Letter in which case the terms and conditions of the Provisional Allotment Letter shall prevail and shall supersede. The Provisional Allotment Letter or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate Provisional Allotment Letter duly signed by and between me/us and the Company.

26. Right to amend Annexures

The Company further reserves the right to correct, modify, amend or change all the annexures attached to this Application and also annexures which are indicated to be tentative at any time prior to the execution of the Sub-Lease Deed of the Said Apartment.

27. Application specific only to the Said Apartment

I/We agree that the provisions of this Application, Maintenance Agreement, and those contained in other annexures are specific and applicable to the Said Apartment and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any court(s), forum(s) involving any other apartment(s)/project(s) of the Company or its associates/subsidiaries, or partnership firms in which the Company is partner or interested.

28. Provisions of this Application applicable on me/us

All the provisions contained herein and the obligations arising hereunder in respect of the Said Apartment/Said Tower/Said Complex shall equally be applicable to and enforceable against any and all the occupiers, tenants, licensees and/or subsequent purchasers/assignees of the Said Apartment, as the said obligations go along with the Said Apartment for all intents and purposes.

29. Waiver shall not be a limitation to enforce without prejudice to the right/remedies available to the Company elsewhere in this Application.

30. Severability

- a) If any of the Terms & Conditions stipulated in this Application / provisional allotment letter / agreement or any other document issued/executed in this regard, is determined to be invalid or unenforceable in whole or in part at any time, whether through any judicial/quasi-judicial verdict or through any subsequent enactment then invalidity or unenforceability thereof shall attach only to such concerned provision or part of such provision and the remaining part of such provision as the case may be. All other provisions shall continue to remain in full force and effect. It is further to clarify that if
 - i) I/We decide not to abide by such change emanating from aforesaid orders/directions/verdict/dictum of the authorities/court, then I/We can withdraw my/our application. In such case I/We will be entitled for refund of the amount deposited against the booking without any deduction, interest and compensation.
 - ii) Similarly if the Company does not accept such change emanating from aforesaid orders/directions/verdict/dictum of the authorities/court, it will cancel the Provisional Allotment. In such case I/We will be entitled for refund of the amount deposited against the booking along with simple interest @ 9% per annum.
- b. If any additional condition is imposed, relating to the provisional allotment of this apartment or this project by any judicial/quasi-judicial verdict or through any subsequent enactment then it is to clarify that if
 - i) The Company decides for enforceability of such additional condition and I/We do not want to abide by such change emanating from aforesaid orders/directions/verdict/dictum of the authorities/court, then I/We can withdraw my/our application. In such case I/We will be

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First Applicant

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Second Applicant

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Third Applicant

entitled for refund of the amount deposited against the booking without any deduction, interest and compensation.

- ii) Similarly if I/We decide for enforceability of such additional condition and the Company decides not to enforce such change emanating from aforesaid orders/directions/verdict/dictum of the authorities/court, then it will cancel the Provisional Allotment. In such case I/We will be entitled for refund of the amount deposited against the booking along with simple interest @ 9% per annum
- c) In case of cancellation as mentioned in clauses a) and b) here above, the amount shall be refunded subject to the applicable deductions, if any as per the procedure laid down in clause 4(e).

31. Captions/Headings

The captions/headings in this Application are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Application and/or the provisional Allotment Letter or the intent of any provision hereof. The true interpretation of any matter/clauses in this Application and/or the Provisional Allotment Letter shall be done by reading the various clauses in this Application and/or the Provisional Allotment Letter as a whole and not in isolation or in parts or in terms of captions provided.

32. Method of calculation of proportionate share wherever referred in this Application and /or the Provisional Allotment Letter

Unless repugnant to the context, wherever in the provisional Allotment Letter it is stipulated that I/We have to make any payment, in common with the other allottees of all apartments, to be constructed on the Said Land, the same shall be in proportion which the Carpet Area of the Said Apartment bears to the total Carpet Area of all the apartment buildings, apartments, school, convenient shopping centres and other buildings to be constructed in the Said Complex and subject to sharing of such common areas and/or services by these buildings.

33. Force Majeure

I/We agree that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may at its sole discretion put the construction of the project in abeyance and terminate/alter/vary the terms and conditions of this Application and/ or the Provisional Allotment Letter and in case of termination, I/We shall be entitled to refund of the amounts deposited by me/us, without any interest or compensation whatsoever, provided me/us am/are not in breach of any of terms of the provisional Allotment Letter and/or the application form.

34. Right to join as affected party

The Company shall have the right to join as an affected party in any suit/complaint filed before any appropriate court by me/us if the Company's rights under this Application and/or the provisional Allotment Letter are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. I/We agree to keep the Company fully informed at all times in this regard.

35. Indemnification

I/We hereby covenant with the Company to pay from time to time and at all times the amounts which I/We am/are liable to pay under the provisional Allotment Letter and to observe and perform all the covenants and conditions contained in the provisional Allotment Letter and to keep the Company and its agents and representatives, estate and effects indemnified and harmless against any cost, loss/liabilities or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of any of the covenants and conditions stipulated in the provisional Allotment Letter. This will be in addition to any other remedy provided in this Application and/or the provisional Allotment Letter and/or available in law.

36. Brokerage

I/We shall bear the expenses including commission or brokerage to any person for services rendered by such person to me/us whether in or outside India for acquiring the Said Apartment. The Company shall in no way, whatsoever, be responsible or liable for such payment, commission or brokerage nor I/We have the right to deduct such charges from the Net Sale Price and other charges payable to the

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Company for the Said Apartment. Further, I/We shall indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.

However, if the Company has paid commission to a broker on my/our behalf, then the Company shall retain the amount of brokerage as part of the Non Refundable Amounts in case of cancellation of allotment or otherwise.

37. Further Assurances

I/We agree that the persons to whom the Said Apartment is let, transferred, assigned or given possession, shall execute, acknowledge and deliver to the Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Company may reasonably request in order to effectuate the provisions of the provisional Allotment Letter or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

38. Notices and Communication

All notices and communications to be served on me/us and the Company as contemplated in this Application and/or the provisional Allotment Letter shall be deemed to have been duly served if sent to me/us or the Company by hand duly received or by registered/Speed Post at my/our/their respective addresses specified below:

(Address of the Allottee(s))

501, RG Trade Tower, Plot No. B-7, Netaji Subhash Place, Pitampura, Delhi 110034

(Address of the Company)

It shall be my/our duty to inform the Company of any change subsequent to making this Application and/or the issuance of the provisional Allotment Letter in the above address by registered/speed post failing which all communications and letters posted at the above address shall be deemed to have been received by me/us.

In case of joint Allottee(s) all communication shall be sent by the company to the First Allottee(s) at the address given by the allottee(s). All Communication send to the First Allottee(s) for all purposes shall be considered as served on all the allottee(s) and no separate communication shall be necessary to the other named allottee(s)

I/we understand that any communication send by me/us to the company through e-mail will not an official communication unless ther same has been sent through the mode of communication as defined above under this clause.

39. Joint Allottees

The allottee & co-allottee(if any) will have equal share in the apartment or the proportion as mentioned in the application and their inter-se rights and duties as allottee(s) in special situations as specified here below shall be as under:-

a) Death of a Co-Allottee

The booking will continue only after the legal heir of the Co-Allottee provides the necessary succession certificate (or any other relevant order/document) regarding the legal heirs of the deceased from the appropriate authority/court and No Objection Certificate from the bank/financial institution if availed a loan. Where the legal heirs request for mutation of their name as an Allottee on the basis of a will, then such will must be supported by a probate from the competent court of law. Where the booking is subject to bank loan then the necessary No Objection Certificate shall also be required in addition to the documents as prescribed here above.

b) Divorce or other legal dispute

In case of divorce or other legal dispute, the Company shall honour the order of the Competent Court of law and pursuant orders of the authorities. However, the pendency of any legal

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proceeding shall not give any relaxation to me/us in making the payment of installment(s) on due dates.

The interest over the delayed period shall be charged as per the terms and conditions of this application. In all the above said circumstances there will be a time limit of maximum upto 2 months thereafter the company will cancel the said booking/allotment and I/We shall have no claim/right what so ever except to claim for refund of amount deposited without interest after deducting non-refundable amount and earnest money. In case of bank loan the due amount will be refunded to the bank and balance amount will be refunded to me/us. In order to effect the refund in above said cases as stated above consent of all applicants/ allottees shall be necessary otherwise the amount shall be refunded in equal share between all the applicants/allottee(s). The amount so refundable will be refunded as per the procedure laid down in clause 4(e) here above.

40. Right to transfer ownership

- a) The Company reserves the right to transfer ownership of the Said Complex in whole or in parts to any other Person by way of sale/disposal/or any other arrangement as may be decided by the Company in its sole discretion and I/We agree that I/We shall not raise any objection in this regard, subject to fulfilment of all duties and responsibilities of the Company towards me/us by the transferee.
- b) I/We agree that, the Company reserves all its right to assign all or any of its rights/obligations towards development and construction of the aforesaid Project in favour of any Group Company or Associate Company or a Subsidiary Company or a Special Purpose Vehicle to be formed or any other entity under joint venture/ development agreement/collaboration agreement for the purpose of execution of the said Project. I/We further understand that, with effect from date of assignment, all the letters and correspondence exchanged with me/us including the monies paid there under shall automatically stand transferred in the name of such new Company without any alterations in the original terms and conditions of Provisional Allotment Letter of said apartment. In such event all the necessary documents will be executed by the Assignee Company with me/us. I/We shall continue to perform all their obligations towards such Assignee Company in accordance with terms and conditions mentioned hereof.

41. Events of defaults and consequences

I/We agree that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Application and/or the provisional Allotment Letter shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive:

- a) Failure to make payments within the time as stipulated in the schedule of payments and failure to pay the stamp duty, legal charges, registration charges, any incidental charges, any increases in security including but not limited to IBMS as demanded by the Company, any other charges, deposits for bulk supply of electrical energy, taxes etc. as may be notified by the Company to me/us under the terms of the provisional Allotment Letter, and all other defaults of similar nature.
- b) Failure to perform and observe any or all of the Allottee(s) obligations including those contained in Clause 41(a) as set forth in this Application or if I/We fail to execute any other deed/document/ undertakings/indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Company in relation to the Said Apartment.
- c) Failure to take possession of the Said Apartment within the time stipulated by the Company in its notice.
- d) Failure to execute the Sub-Lease Deed within the time stipulated by the Company in its notice.
- e) Failure to execute Maintenance agreement and/or to pay on or before due date the Maintenance Charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increase in respect thereof, as may be demanded by the Company, its nominee, other body or association of apartment owners/association of condominium, as the case may be.
- f) Failure, pursuant to a request by the Company, to become a member of the apartment owners association of the Said Complex or to pay subscription charges etc. as may be required by the Company or association of apartment owners, as the case may be.
- g) Assignment of the provisional Allotment or any interest of me/us in the provisional Allotment Letter without prior written consent of the Company.

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- h) Sale/transfer/disposal of/dealing with, in any manner of the Parking Space(s) independent of the Said Apartment or usage of the Parking Space(s) other than for parking Allottee's vehicle, as the parking space allotted to me/us am/are an integral part of the said apartment which cannot be transferred independent of the said apartment.
- i) Any other acts, deeds or things which I/We may commit, omit or fail to perform in terms of the provisional Allotment Letter or any undertaking, affidavit/Provisional Allotment Letter/ indemnity etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and I/We agree and confirm that the decision of the Company in this regard shall be final and binding on me/us.

Unless otherwise provided in the provisional Allotment Letter, upon the occurrence of any one or more of event(s) of default under the provisional Allotment Letter including but not limited to those specified above (except point (i) hereinabove), the Company may at its sole discretion, by notice to me/us, cancel the provisional Allotment by giving in writing such thirty (30) days' notice to rectify the default as specified in that notice. If the default is not rectified within thirty (30) days, the provisional Allotment Letter shall stand cancelled and the Company shall forfeit the Earnest Money. I/We acknowledge that upon such cancellation of the provisional Allotment, I/We shall have no right or interest in the Said Apartment and the Company shall be discharged of all liabilities and obligations under this Application and/or the provisional Allotment Letter and the Company shall have the right to sell and deal with the Said Apartment and the Parking Space(s) in the manner in which it may deem fit as if the provisional Allotment Letter had never been executed. The refund, if any, shall be refunded by the Company as per the procedure laid down in clause 3(e) of this Application. This will be without prejudice to any other remedies and rights of the Company to claim other liquidated damages which the Company might have suffered due to such breach committed by me/us.

42. Impossibility

Notwithstanding anything contrary mentioned in the terms and conditions of this Application and/or the provisional Allotment Letter or this application Form, if at any stage, due to any future enactment or otherwise, if the company perceives the project (whether in full or in part) is not executable then the company reserves its discretion to cancel all the relevant bookings and refund the advanced amount along with simple interest at the rate of 9% per annum. The decision of the company under this clause shall be final and binding on the parties. This clause shall have an overriding effect to other terms and conditions of this Application and/or the provisional Allotment Letter.

43. Abandonment

I/We agree and understand that the Company may abandon the said Project due to any reasons whatsoever, without giving any reasons and if the Company abandons the said Project, then this Application shall be deemed to be rejected and the provisional Allotment Letter shall stand terminated and I/We shall be entitled for refund of the amount along with simple interest at the rate of 9% per annum for the period the amount has been lying with the Company and the Company shall not be liable to pay any other compensation whatsoever.

44. Site Visits

I/We understand that no physical site visits during the construction work at the site shall be permissible as the Company shall be periodically issuing the progress report along with actual photographs of the construction work at the site. The above report shall be available on the website of the Company/Project. However I/We shall be entitled to be physically present and oversee the work in their respective apartments during the fit-out period.

45. Customer Queries/ Issues Redressal Mechanism

Customer Care Department (CCD) is at the service of all customers and they can be approached any time between 10:00 am to 05:00 pm on all working days (Monday to Friday) for any of their matters. CCD is located at our corporate office at 16th Floor, RG Trade Tower, Plot No. B-7, Netaji Subhash Place, Pitampura, Delhi-110034, their contact no. is 1800-3002-3008 with email ID customercare@rggroup.in.

Customer can contact on telephone or through email ID or by visiting personally after prescheduling the appointment so that they can serve you efficiently.

All documents related matters are centralized at CCD at corporate office.

I/We understand and confirm that my queries and individual issues will be resolved as per the process given below:-

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Second Applicant

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Third Applicant

The customer centric queries and individual issues of the customers shall be resolved by the Customer Care Department of the Company.

The customers are advised to interact with customer care department only and not to any technical staff as well as the sales department, working at site or headquarter because they might not be aware about complete details/ construction plans.

The customers are advised to visit with prior scheduling from concerned customer care executive for meeting with him/her or the higher authority, only on working days i.e. Monday to Friday and excluding holidays. Usually customer intent to have meeting on Saturdays and Sundays and public holidays but the same being holidays in the Company also and hence such request will not be entertained.

All the queries relating to booking, payment plan, demands, money receipt or any other document shall be addressed to the Customer Care Department (CCD).

The customer having queries/ concerns in regards to the construction activities shall be raised in consolidated manner once in a quarter after reviewing the progress of the project updated on the Company's website.

All these queries shall be raised in consolidated manner and not on solitary basis. Customer Care Executive will resolve the issue/ query within 7-10 working days from the date of receipt of such request. In case the customer is not satisfied with the resolution he/she may write to his immediate senior authority, i.e AGM/ Manager- CCD. This authority will give the resolution within 7-10 working days from the date of receipt of such request. In case the customer is still not satisfied he/she may approach the Head- CCD, which will be an officer at the rank of AVP/GM, who will give the resolution within next 7-10 working days from the date of receipt of such request.

The customer shall raise all the issues/concerns in writing to the concerned authority along with the communication with the previous authorities, specifying the details of concern and reason of non satisfaction.

Where the response of the customer issue redressal machinery as explained above is not sufficient and the customer, whether individually or in a group desire to meet higher Management. In such cases they are advised to send their request with details and concerns to the company. All these requests will be compiled and addressed by the senior management of the company through interactive meeting which will be addressed by the officer of the level of Vice President / Director of the company. This kind of the meeting will be organized in a period of once in three months. The decision of the Higher Management taken in such meetings shall be final.

46. Maintenance of the Said Complex/Said Tower

1. I/We agree and understand that in order to provide necessary maintenance services, the maintenance of the said Complex/said Building has been handed over to the Maintenance Agency. I/We agree to enter into a maintenance agreement with the Maintenance Agency appointed by the Company for the maintenance and upkeep of the said Complex (including common areas & facilities) and undertake to pay the maintenance bills/charges thereof on pro-rata basis. The Company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The maintenance charges shall become applicable/payable from expiry of 90 days (i.e. fit out period) from the date of issue of notice of possession, irrespective of whether physical possession by me/us has been taken or not.
2. I/We shall pay the IBMS at the time of offer of possession or as and when demanded by the Company. I/We hereby understand that the Interest Bearing Maintenance Security (IBMS) is to secure adequate provision of the maintenance services and for my/our due performance in paying promptly the Maintenance Charges/ Bills, unpaid or future Government levies, charges by whatever name called as and when demanded by Company/Maintenance Agency and other charges as raised by the Company/Maintenance Agency from time to time.
3. I/We hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency, whether the Apartment is physically occupied by me/us or not. I/We further agree to make payment of monthly maintenance charges in respect of the said Apartment regularly on monthly basis as per bills raised by the Company/Maintenance Agency.

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4. In the event of my/our failure to make payment of monthly maintenance charges, unpaid or future Government levies, charges by whatever name called, the Company/Maintenance Agency shall deduct monthly maintenance charges or such unpaid amount or future Government levies, charges by whatever name called from the Interest Bearing Maintenance Security till such period the Interest Bearing Maintenance Security are fully exhausted. In case of any reduction in the amount of Interest Bearing Maintenance Security, due to any adjustment referred above I/We hereby agree to replenish the shortfall in the IBMS within 15 days. Further, in case of non-payment of maintenance charges by me/us within the time specified, I/We shall be liable to pay maintenance charges along with interest at the rate of 15% per month and non-payment of maintenance charges shall also disentitle to me/us to the enjoyment of common services including electricity, water etc.
5. I/We have specifically agreed that the allotment of the Said Apartment shall be subject to strict compliance of a code of conduct that may be determined by the Company/Maintenance Agency for occupation and use of the Said Apartment and such other conditions as the Company/Maintenance Agency may deem fit from time to time which may include but not limited to usage of the Said Apartment, operation hours of various maintenance services, general compliances for occupants of the Said Apartment, regulation as to entry/exit of the visitors, invitees, guests, security, interiors/fit outs, etc. It is clarified that the code of conduct as may be specified by the Company/Maintenance Agency is always subject to change by the Company/Maintenance Agency.
6. I/We can also avail Power back-up facility as mentioned in this application form. The per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel.
7. I/We agree and understand that in order to provide necessary maintenance services, the maintenance of the said Complex/said Building has been handed over to the Maintenance Agency. I/We agree to enter into a maintenance agreement with the Maintenance Agency appointed by the Company for the maintenance and upkeep of the said Complex (including common areas & facilities) and undertake to pay the maintenance bills/charges thereof on pro-rata basis. The Company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The maintenance charges shall become applicable/payable from expiry of 90 days (i.e. fit out period) from the date of issue of notice of possession, irrespective of whether physical possession by me/us has been taken or not.
8. Fixation of Maintenance Charges: The Maintenance Charges shall be more elaborately described in the Maintenance Agreement. The Maintenance Charges shall be recovered on such estimated basis which may also include the overhead cost of the Maintenance Agency on monthly/quarterly intervals as may be decided by the Maintenance Agency and adjusted against the actual audited expenses as determined at every end of the financial year and any surplus/deficit thereof shall be carried forward/demanded and adjusted in the maintenance bills of the subsequent financial year. The estimates of the Maintenance Agency shall be final and binding on me/us. I/We agree and undertake to pay the maintenance bills on or before due date as intimated by the Maintenance Agency. The period of Maintenance Charges and the charges for actual consumption of utilities in the said Apartment including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis or such other periods as specified by the Maintenance Agency and any statutory payments, taxes etc. with regard to the said Apartment/Said Tower/Said Complex.
9. I/We hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency, whether the Apartment is physically occupied by me/us or not. I/We further agree to make payment of monthly maintenance charges in respect of the said Apartment regularly on monthly basis as per bills raised by the Company/Maintenance Agency.

47.1 Interest Bearing Maintenance Security (IBMS)

I/We hereby understand that the Interest Bearing Maintenance Security (IBMS) is to secure adequate provision of the maintenance services and for my/our due performance in paying promptly the Maintenance Charges/ Bills, unpaid or future Government levies, charges by whatever name called as and when demanded by Company/Maintenance Agency and other charges as raised by

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Third Applicant

the Company/Maintenance Agency from time to time. I/We shall pay the IBMS at the time of offer of possession or as and when demanded by the Company.

I/We agree to deposit and to always keep deposited with the Company/Maintenance Agency, IBMS @ Rs.25/- (Rupees Twenty Five only) on built up area. The amount paid by me/us towards IBMS is adjustable towards unpaid maintenance charges/any other amount demanded by the Company/Maintenance Agency of any nature including but not limited to all major revenue/capital expenditure in the following manner.

- a. the amount of such Maintenance Charges shall be first adjusted from the interest accrued upon the IBMS and if the interest on IBMS falls short of the amount of Maintenance Charges then such short fall shall be adjusted out of the principal amount of IBMS.
- b. If due to such adjustment in the principal amount, the IBMS falls below the agreed rate. Then I/We hereby undertake to replenish the resultant shortfall within fifteen (15) days of the due date of the defaulted Maintenance Charges.

The Company/Maintenance Agency reserves the right to increase the IBMS from time to time, whether before or after handing over the possession keeping in view the increase in the cost of maintenance services and I/We agree to pay such increases within fifteen (15) days of written demand to the Company/Maintenance Agency.

If I/We, before the execution of Sub-Lease Deed in my/our favour, fail to pay such increase in the IBMS or to make good the shortfall as aforesaid on or before its due date, then the Company may in its sole discretion treat the provisional Allotment Letter be cancelled without any notice to me/us and to adjust the shortfall from the sale proceeds of the Said Apartment and refund to me/us the balance of the money realized from such sale after deducting there from the Earnest Money and Non Refundable Amounts. The amount so refundable will be refunded as per the procedure laid down in clause 4(e) here above. It is made specifically clear and it is so agreed by me/us that this clause relating to IBMS shall survive the Sub-Lease of title in favour of me/us and the Company/Maintenance Agency shall have first charge/lien on the Said Apartment in respect of any such non-payment of shortfall/increases, as the case may be.

The Company shall at its sole discretion have the right to refund/offer to refund in full and final settlement of the IBMS or transfer to the Maintenance Agency, after adjusting therefrom any outstanding Maintenance Charges and/or other outstanding of my/our at any time including upon execution of the Sub-Lease Deed and thereupon the Company shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IBMS, including but not limited to issues of repayment, refund and/or my/our claims, if any, on account of the same. It is hereby specifically agreed by me/us that the transfer of IBMS to the Maintenance Agency shall not be linked in any manner whatsoever to the implementation of the Act by the Company for the Said Complex. The Maintenance Agency upon the transfer of IBMS or in case, fresh IBMS sought from me/us as stipulated hereinabove, reserves the right to modify/revise all or any of the terms of the IBMS, Maintenance Agreement, including but not limited to the amount/rate of IBMS, etc.

47.2 Right to enter the Said Apartment for repairs/maintenance

I/We agree and confirm that the Maintenance Agency has the right of unrestricted usage of all Common Areas and Facilities as listed in Part-A and Part-B of annexure II, and parking spaces as listed in Part D of annexure II for providing necessary maintenance services. I/We acknowledge that the Maintenance Agency shall have the right to enter into the Said Apartment or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Apartment or the defects in the Said Apartment above or below the Said Apartment or for the periodic inspection, maintenance and repair of service pipes and conduits and the structure. Any refusal from me/us to such right to entry will be deemed to be a violation of the terms of this Application and/or the provisional Allotment and the Company shall be entitled to take such actions as it may deem fit.

47.3 Payments, deposits and charges for bulk supply of electricity.

If the Company or the Maintenance Agency decides to apply for and thereafter receives permission from PVVNL/UPPCL or from any other body/commission/ regulator/licensing authority constituted by the Government of UP/ GREATER NOIDA (WEST) for such purpose, to receive and distribute

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bulk supply of electrical energy in the said Complex, then I/We undertake to pay on demand to the Company proportionate share as may be determined by the Company of all deposits and charges paid/payable by the Company or the Maintenance Agency to PVVNL/UPPCL/any other body/commission/regulator/licensing authority constituted by the government of UP/ GREATER NOIDA (WEST), failing which the same shall be treated as unpaid proportion of the Net Sale Price payable by me/us and the Sub-Lease registration of the Said Apartment may be withheld by the Company till the full payment thereof received by the Company. Further, I/We agree that the Company shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the said Apartment till the full payment of such deposits and charges is received by the Company or the Maintenance Agency. Further, in case of bulk supply of electrical energy, I/We agree to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee's right to apply for individual/direct electrical supply connection directly from PVVNL/UPPCL or any other body responsible for supply of electrical energy. An undertaking in this regard shall be executed by me/us. I/We agree to pay increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Company from time to time.

47.4 Payment for replacement, upgradation of DG sets, electric sub-stations, pumps, fire fighting equipments and any other capital plants/equipment.

As and when any plant & machinery within the Said Complex including but not limited to DG sets, electric sub-stations, pumps, firefighting equipment, any other plants/equipment of capital nature etc. require replacement, upgradation, additions etc. the cost thereof shall be contributed by all the Allottee(s) in the said Complex, as the case may be on pro-rata basis as specified in the provisional Allotment Letter. The Company or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and I/We agree to abide by the same.

47.5 Insurance of the Said Apartment

The structure of the Said Tower may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Company or the Maintenance Agency in its sole discretion on my/our behalf and the cost thereof shall be payable by me/us as the part of the maintenance bill raised by the Maintenance Agency but contents inside the Said Apartment shall be insured by me/us. I/We shall not do or permit to be done any act or thing which may render void or voidable insurance of the Said Apartment or cause any increase to the premium to be payable in respect thereof for which I/We shall be solely responsible and liable.

48. Governing Law

It is clarified that the rights and obligations of the parties under or arising out of the provisional Allotment Letter and/or this application shall be construed and enforced in accordance with the laws of Republic of India.

49. Official Language

English is the official language of the provisional Allotment Letter. Documents or notices that are not in English shall have no effect under the provisional Allotment Letter. The words and phrases in documents and notices shall have the meaning they normally have in standard UK English usage. The English language version of this Application and/or the provisional Allotment Letter or any document or notice contemplated by the provisional Allotment Letter shall control in any conflict with any version of such writing that is not in English.

50. Act of casting insinuation, innuendo, libel or slander

(a) I/We have clearly understood and expressly agree/undertake that in case of any dispute with the Company over any issue whether emanating directly or by implication from this application, the same or any other issue concerning the possession/construction of the said apartment, they shall be entitled to remedy only under clause 51 or avail appropriate legal remedy before a competent statutory forum prescribed under laws prevalent in the Republic of India. I/We shall not indulge in or instigate any act, whether in personal capacity or in joint capacity or incite other allottee(s) to act in any manner, which may amount to casting insinuation, innuendo, libel or slander against the Company, its directors or its officials, or otherwise indulge in activities which amounts to defamation or malicious/wrongful prosecution of the Company, its directors or its officials. This shall be construed as an offence on the Company

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Second Applicant

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Third Applicant

- (b) Where the Company is prima facie satisfied that I/We have conducted in any manner which amounts to offence under sub-clause (a) hereinabove, then the Company shall have sole discretion to forthwith cancel my/our booking. In such circumstances, the Company shall be liable only to refund the amounts paid by me/us without any interest after deducting the earnest money and other applicable charges, if any.
- (c) The exercise of discretion under clause (b) here above shall not limit the rights of the Company to seek remedies under the relevant procedural laws for such insinuation, innuendo, libel or slander amounting to defamation and/or wrongful prosecution of the Company, its directors or its officials.

51. Dispute Resolution by Arbitration

- a. Amicable Settlement
All of the disputes arising out of or touching any aspect of this Application shall at the outset be tried to be resolved through amicable settlement, which an officer not below the Vice President/ General Manager level from Company shall hold meeting with the applicant(s) and the dispute between the parties may resolve by reaching any amicable settlement, failing which;
- b. Mediation
The Dispute shall be referred for mediation to consumer redressal forum formed by the CREDAI Delhi-NCR. where mediation shall take place before the designated committee of mediators appointed by the CREDAI and the dispute between the parties may stand resolved through mediation, failing which;
- c. Arbitration
The dispute shall be settled through arbitration by the Sole Arbitrator, to be appointed by the Managing Director of the Company. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The award of the Sole Arbitrator shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceeding shall be conducted in English and a record of the proceeding shall be maintained in English. The arbitration proceedings shall be held at Delhi only.

- 52. This Application has been made by me/us at the Company's head office at New Delhi and only the Courts at Gautam Budh Nagar, (U.P.) shall alone have the jurisdiction and shall be competent to try any case arising out of this Application Form and/or the Provisional Allotment Letter.

NOTE: Interest (if any) shall be paid after deducting TDS as applicable.

DECLARATION

I/we declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/we sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Application Form and paid the booking amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application or against any apartment in relation to the said apartment. If any other Persons has signed this Application Form on behalf my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc.

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूर्ण रूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

Signature(s) of the Applicant(s)

Date of Application : _____

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First Applicant

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Second Applicant

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Third Applicant

Drawing I

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First Applicant

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Second Applicant

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Third Applicant

Drawing II

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First Applicant

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Second Applicant

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Third Applicant

Drawing III

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First Applicant

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Second Applicant

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Third Applicant

**ANNEXURE-1
TENTATIVE SPECIFICATION**

FLOORS

Drawing/Dining Room/
Bedroom/Study/Kitchen
Toilet (Master Bedroom)/Toilet
(Other Bedroom)/Balconies
Master Bedroom
Entrance/Lift Lobby/Corridors

Vitrified tiles Brand Kajaria/Nitco or imported
equivalent
Anti Skid Ceramic Tiles Brand Kajaria/Nitco
or imported equivalent.
Laminated Wooden Flooring
Combination of Marble/Stone/Granite/tiles

WALLS

Drawing/Dining Room/Master
Bedroom/Bedroom/Study
Toilet(Master Bedroom)/Toilet
(Other Bedrooms)/Kitchen

Entrance/Lift Lobby Corridors

Acrylic Emulsion Paint Brand Berger/Asian or
Equivalent
Combination of Ceramic tiles. Brand Kajaria/Nitco
or Imported equivalent & Oil bound Distemper.
Vanity Mirror.
Granite/Marble/Ceramic Tiles Cladding upto 4 feet
and Texture Paint above

CEILINGS

Drawing/Dining Room/
Entrance/Lift Lobby/Corridors
Master Bedroom/Bedroom/Study/
Kitchen/Balconies

POP Punning with OBD

Toilet

Grid False Ceiling

INTERNAL DOORS

Drawing/Dining Room/Master
Bedroom/Bedroom/Study/
Toilet (Master Bedroom)/
Toilet (Other Bedrooms)

Skin Moulded Paneled doors

EXTERNAL DOORS & WINDOWS

Drawing/Dining Room

Decorative solid hard wood entry door. Powder
coated Anodized Aluminium or UPVC glazed
Balcony doors & windows.

Master Bedroom/Bedroom/Study/
Toilet (Master Bedroom)
Toilet (Other Bedrooms/Kitchen

Powder coated Anodized Aluminium or
UPVC glazed Balcony doors & windows.

ELECTRICAL FITTINGS

Drawing/Dining Room/
Master Bedroom/Bedroom/Study/
Toilets/Kitchen

Modular electrical switches
Brand Anchor/Clipsal or Equivalent

WARDROBE

Master Bedroom/Bedroom

Wooden Wardrobe with Laminated Door Shutters

FIXTURES & FITTINGS

Toilet (Master Bedroom)/
Toilet (Other Bedrooms)
Kitchen

White Chinaware : Hindware/Cera or equivalent,
C.P. fittings: Jaguar or equivalent
Modular Kitchen complete with overhead cabinets,
Granite Working platform & Stainless Steel Sink
and RO : Inasla/Kent or equivalent

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First Applicant

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Second Applicant

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Third Applicant

EXTERNAL FINISH

Combination of Texture Paint/Wash down
Grit Finish/Waterproof Cement Paint.

SECURITY SYSTEM

Intercom System Linked to Guardhouse of entrance lobby of each Tower at Ground Floor. CCTV for Basement parking and Entrance lobby at Ground Floor. Boom barriers at entry & exit of the complex

FACILITY CENTRE

Air-conditioned Party Room, Gymnasium, Restaurant, Multi-purpose Hall/Banquet Hall. Swimming Pool, Change Rooms. Convenient Shopping Centre, Indoor Games-Card Rooms, Pool.

* Servant Room, where applicable

Marble/Granite being natural materials have inherent characteristics of colour and grain variations.

Disclaimer: Specifications are Indicative, and are subject to change as decided by the Company or competent authority Marginal revisions may be necessary during constructions Subject to terms and conditions.

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First Applicant

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Second Applicant

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Third Applicant

**ANNEXURE-2
COMMON AREAS & FACILITIES**

PART -A

List of Common Areas and Facilities within the Said Project/Complex,

1. Entrance Hall/Lobby at Ground Floor of the Said Building/Tower.
2. Staircases and munties.
3. Lifts/lift shafts.
4. Lifts lobbies including lighting and fire fighting equipments thereof.
5. Passages/corridors including lighting and fire fighting equipments thereof.
6. Lift machine rooms.
7. Overhead Water tanks.
8. Electrical/Plumbing/Fire shafts and service ledges.
9. Mail room/Security room/Driver's common toilet at Ground floor/Stilt/Podium Area.
10. Security/Fire control room.
11. Maintenance office/services Areas.
12. Exclusive community/recreational facilities for the allottees/occupants of the said Project/Complex.

PART-B

List of General Common Areas and Facilities proposed to be located in the basement/ Ground/Podium floor

- | | | | |
|----|--|---|--------------------------------------|
| 1. | D.G. Room/D.G. sets. |] | May be located |
| 2. | Underground Domestic & fire water tanks and pump room & pumps with accessories |] | under any apartment]Building or any |
| 3. | Electric sub-station/transformers/Electrical Panels |] | other suitable]location in |
| 4. | Fan rooms |] | the said Project/Complex |
| 5. | Maintenance stores and circulation Areas. |] | |
| 6. | Sewage Treatment Plant |] | |

PART-C

List of General Common Areas and Facilities within the Said Project/Complex for use of all Apartment allottees thereof:

1. Lawns & play Areas, including lighting & Services etc.
2. Road & Driveways, including lighting & Services etc.
3. Fire Hydrants & Fire brigade inlet etc.

That save and except the use of Common Areas and Facilities in Part A and Part B, as above, exclusive use of covered parking space(s) as described in Part D of this annexure and the undivided pro-rata share in the Foot Print of the Buildings, it is specifically made clear by the Company and agreed by the Allottee that he/she shall not have any right, title, or interest in any other land(s), areas, facilities and amenities within the Said Project/Complex as these are specifically excluded from the scope of this Agreement and the Allottee agrees and confirms that the ownership of such lands, areas, facilities and amenities shall vest solely with the Company, its associates and the Company shall have the absolute discretion and the right to decide their usage, manner and method of disposal etc.

PART-D

Parking Space(s) within the Said Project/Complex individually allotted to the allottee for his/her exclusive use and excluded from the computation of Built Up Area of the Said Apartment.

1. Covered Car Parking space(s) on stilt level of the buildings.
2. Covered Car Parking space(s) in the basements of the buildings/Complex.
3. Open Car parking around the building(s), if any, in the Said Complex

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First Applicant

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Second Applicant

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Third Applicant

PART – E

It is specifically made clear by the Company and agreed by the Allottee that this Agreement is limited and confined in its scope only to the Said Apartment, Areas, amenities and facilities as described in Part-A, Part-B, Part-C and Part-D of this annexure and the foot print of the Buildings. It is understood and confirmed by the Allottee that other land(s), Areas, facilities and amenities in the Said Project/Complex and outside the periphery/boundary thereof the Said Project are specifically excluded from the scope of this Agreement and the Allottee agrees that he/she shall not have any ownership rights, rights of usage, title, or interest in any form or manner whatsoever in such other lands and facilities and amenities as these have been excluded from the scope of this Agreement and have not been counted in computation of Built Up Area for calculating the Total Sale Price and therefore, the Allottee has not paid any money in respect of such other lands, Areas, facilities, and amenities. The Allottee agrees and confirms that the ownership of such other lands, Areas, facilities and amenities, shall vest solely with the Company, its associate subsidiaries and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc. A tentative list of such other lands, Areas, facilities and amenities is given below which is illustrative and is not exhaustive in any manner.

1. Shops within the Said Tower, if any, and/or within the said portion of Land the Said Project/Complex.
2. Areas for Club (Centre and Club / Community Building(s)).
3. Areas if any reserved for Dispensary and Dispensary Building(s).
4. Areas if any reserved for Creche and Creche Building(s)
5. Areas if any reserved for Religious Building and Religious Building(s)
6. Areas if any reserved for Health Centres and Health Centre Building(s).
7. Areas if any reserved for Police Posts and Police Post Building(s)
8. Areas reserved for Electric sub-stations (ESS) & ESS Building(s).
9. Areas for Telephone Exchange, Telecommunication facilities, Post-Office etc. and Building(s)/constructed thereof.
10. Areas if any reserved for all Commercial Buildings and Commercial Buildings/premises.
11. Area for sports, recreational facilities, etc.
12. Roads, Parks for use of General Public.
13. All Areas, Building, premises, structures falling outside the periphery/boundary of the said plot of land.

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First Applicant

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Second Applicant

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Third Applicant

ANNEXURE-3

This is only an indicative draft, which is annexed for the purpose of acquainting the Allottee(s) with the broad terms and the same are subject to change when actual agreement is executed)

ALLOTMENT OF CAR PARKING

THIS AGREEMENT FOR “**ALLOTMENT OF CAR PARKING**” space is made on this _____ day of _____ 2016, at New Delhi.

BETWEEN

(Developer)

“**Rajesh Projects (India) Pvt. Ltd.**”, a Company incorporated under the Companies Act, 1956, having its registered office at 501, RG Trade Tower, Plot No. B-07, Netaji Subhash Place Pitampura, New Delhi-110034., hereinafter referred to as “the Company” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its nominees, administrators, successors, legal representatives and assigns), acting through its authorized signatory _____ who has been duly empowered vide the board resolution of the Company dated _____ of the **FIRST PART**;

AND

(Flat Owner)

1. _____, son/daughter/wife of _____, resident of _____;

AND

2. _____, son/daughter/wife of _____, resident of _____, (hereinafter referred to as the “Flat Owner”/“User”, which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their heirs, executors, administrators), of the **SECOND PART**.

OR

3. M/S _____, a partnership firm duly registered under the Partnership Act, 1932 having its registered office at _____ (hereinafter referred to as the “Flat Owner”/“User”, which expression shall, unless repugnant to the context or meaning thereof, deem to mean and include their heirs, legal representatives, administrators, executors, successors & permitted assigns), acting through its authorized signatory Mr./Ms. _____ who has been duly empowered vide resolution dated _____ of the **SECOND PART**.

OR

4 M/S _____, a company incorporated under the Companies Act, 1956 having its registered office at _____ [insert] (hereinafter referred to as the “User”, which expression shall, unless repugnant to the context or meaning thereof, deem to include their legal successors & permitted assigns), acting through its authorized signatory Mr./Ms. _____ [insert name] who has been duly empowered vide board resolution dated _____ [insert], of the **SECOND PART**.

AND

The Flat Owner and the Developer may hereinafter also be collectively referred to as “Parties” and individually as “Party”.

WHEREAS:

A. The New Okhla Industrial Development Authority a body corporate constituted under U.P. Industrial Development Area Act, 1976, has allotted to the Company on lease of 90 years, a piece of land

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First Applicant

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Second Applicant

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Third Applicant

described as **“RG LUXURY HOMES”**, Noida admeasuring _____ square meters under scheme _____ for Group Housing Project (Plot), vide Lease Deed dated 03/11/2010, Registration No. 22985, Book No. 1, Vol. No. 7520, Page Nos. 157 to 206.

- B. The Company has developed a building complex named as “RG Luxury Homes”(hereinafter referred to as the “Group Housing Complex”) consisting _____ numbers of Flats of various sizes and dimensions on the said plot as per the plans approved by “NOIDA Authority”.
- C. The Second Party has executed a Builder Buyer Agreement with the Company dated _____ (hereinafter referred to as the “BBA”) for the purchase of a residential Flat bearing no. _____, located on _____ Floor situated in tower/block no. Tower _____ (hereinafter referred to as the “Flat”), having a basic sold area of approximately _____sq. ft., along with the exclusive right to use _____ car parking space(s) bearing nos. _____ and _____, along with undivided proportionate share in the common areas and facilities in the group housing complex.

AND WHEREAS the Second Party has approached the First Party for the usage rights of one/two covered/open Car Parking Space(s) in the Basement / Stilt/Open area located on Plot No. GH-07A, Sector 16-B, Greater Noida (West), District Gautam Budh Nagar, U.P., and the First Party has allotted the usage rights of Car Parking Space(s) on the following terms & conditions:

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- 1. Note: To be used in case the Flat has been allotted to more than one individual.
 - 2. Note: Please strike off whichever is inapplicable.

AND WHEREAS the First Party has allotted and provided to the Second Party the usage rights of the following car parking space(s) along with the said unit in the Basement/ Stilt /Open area in the Residential Complex namely “RG Luxury Homes” located on Plot No. GH-07A, Sector 16-B, Greater Noida (West), District Gautam Budh Nagar, U.P., (hereinafter referred to as the 'Complex') for one/two car, for usage rights of one/two Car Parking Space only with following terms & conditions:

Details of Car parking space allotted:

- 1. That the Second Party shall use the aforesaid Car Parking Space(s) for parking his/her/their one/two car only. Two-wheeler, scooter, motor cycle, cycle or any vehicle will be parked within same parking space(s) allotted to the Second Party, no other place will be provided for the same.
- 2. The Parking Space can be used for personal and domestic vehicles only, no commercial vehicles will be allowed to park in this space.
- 3. That the Second Party shall not do any temporary construction, permanent construction, fencing, rope of any nature or in any manner or storage of any item in the aforesaid Car Parking Space(s). Shall not use the parking lot for shelter of any pets/cattle(s) etc.
- 4. Only the vehicle which has a parking lot reserved for it shall be allowed to enter into the Complex. From the security point of view, it is mandatory that the authorized and valid parking stickers, issued along with the allotment deed, are pasted and prominently displayed on the front windscreen of the cars or on the front part of the two wheeler of the residents to whom the Parking Space has been allotted. The cost of sticker shall be borne by the Allottee(s) against the payment. No other vehicle shall be allowed to enter into the complex under any circumstances and any violation of this stipulation shall be treated as a cognizable offence, with accompanying consequences, and shall be suitably dealt with.
- 5. The Second Party agrees that the aforesaid Car Parking Space(s) is not part of the common area and facility of the aforesaid Apartment/Building/Complex of the society.
- 6. That the aforesaid Car Parking Space(s) is a facility to the Second Party and attached to the Residential Apartment owned by him/her/there in the Complex. He/She/They, therefore, cannot allot,

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First Applicant

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Second Applicant

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Third Applicant

sale, rent out, sublet, transfer, assign or otherwise part with the possession of any part or whole of the aforesaid Car Parking Space(s) to anybody else under any circumstances whatsoever. If the second party sells his apartment, the rights given herein with respect to the Parking Space(s) shall be transferred in favour of the buyer/transferee and all the terms and conditions contained in these presents shall be binding on such buyer/transferee. In the event of any aforesaid transfer, FRESH PARKING STICKER shall be issued to the new buyer only upon production of this deed in original before the representatives and/or the maintenance agency of the First Party.

7. That the aforesaid Car Parking Space(s) is a facility to the Second Party on allotment basis and the Second Party has no ownership right & title over it. The First Party can take back the aforesaid Car Parking Space(s) from the Second Party if he/she/they use it otherwise, cause nuisance to the other Apartment holders/buyers or to the First Party, or is causing a security hazard, in any of such case the supply of essential services to the Apartment of Second Party shall be disconnected till the default is cured and this allotment shall also stand cancelled.
8. In case the Second Party wants rights for an additional parking Space(s) in future, the same may be given, if available, by the First Party at the price determined by the First Party, however the First Party shall in no circumstances be under an obligation to make available additional parking space in future.
9. That the Second Party will make available his/her/their aforesaid Car Parking Space(s) to the staff of the maintenance agency or its nominee for the maintenance of the Water Pipes, Main Hole, Fire Fighting Pipes, Electric Cables, Water Tanks etc., as and when required/asked for by them.
10. The Second Party shall follow the 'Route Plan' chalked out for smooth and accident free movement of vehicles. The entry and exit path shall be strictly followed.
11. That the Second Party shall in general follow the guidelines for Parking Space(s) as mentioned in the guidelines.
12. If Second Party hires a driver for driving assistance then the Second Party shall submit all the details of the driver along with a copy of police verification with security/maintenance agency of the Complex. The behaviour/conduct of the driver will be responsibility of the Second Party and the First Party will not be responsible in any manner whatsoever for any type of misconduct/misbehaviour or unwanted happening due to the said driver.
13. The Second Party or his driver or any other person (car cleaner) shall not be allowed to wash his cars/vehicles in the Parking Space(s) as it may cause spillage of plenty of water, however dry scrubbing/cleaning/wet moping can be done in the Parking Space(s).
14. That the Second Party cannot and shall not park his/her/their car or any two wheeler in drive way or any other place except the aforesaid Car Parking Space(s). This Allotment of Car Parking and it's all terms & conditions do not constitute an Agreement to Sell/Sale Deed/Transfer Deed.
15. It is agreed and understood clearly that any vehicle parked inside the Complex shall be on the sole risk & responsibility of the owner of the vehicle and/or the Second Party, the First Party or its Maintenance Agency or the Security Agency shall not be responsible for theft of the vehicle or any part or accessories or any article kept inside the vehicle.
16. The vehicles parked outside the Complex shall be at the risk of owners only and the First Party and/or its Maintenance Agency designated for the maintenance of the Complex shall not be responsible for the same in any manner whatsoever.
17. That the Second Party shall be held liable in monetary terms for any damage due to any willfull act or negligence caused to the structures/walls/floor or any other items in any manner. The Second Party also agree to fully indemnify the First Party/ maintenance agency and to be liable and/or responsible for any harm, loss, damages or physical injury of any nature suffered by the First Party or its representative, visitors, agents or any other person.
18. If in future due to any provision of law or any government order the registration of this allotment becomes mandatory, in that case the entire expenses for such registration including the expenses of stamp duty shall be borne by the Allottee(s).
19. The Second Party shall also be liable to pay ground rent, cess or any other tax whatsoever, in future on such allotment as imposed by the government or any other authorities.
20. That this Allotment shall be a continuing and binding on the Second Party and/or his/her/their representative, successors, assignee etc.

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First Applicant

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Second Applicant

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Third Applicant

21. In the event of breach of any of the conditions contained herein by the Second Party, the First Party shall be at liberty to terminate this agreement and take Parking Space(s) back and refund the amount (if any) received with respect to it (if already paid) without any interest thereon to the Second Party after deduction of amount for the damage incurred by the First Party.
22. The Allottee(s) agrees that, in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this allotment including the interpretation and validity of the terms thereof and the respective rights and obligations of the Allottee(s) and the Company, shall be resolved through arbitration which shall be the mode of resolution of disputes, as aforesaid under the Arbitration and Conciliation Act, 1996 or any other statutory amendments, modifications, for the time being in force. A sole Arbitrator appointed by the company shall conduct the arbitration proceedings. The Allottee(s) further acknowledges, accepts and agrees that he/she shall not have any objection to the appointment of the sole arbitrator made by the company. The arbitration proceedings shall be held at Delhi/New Delhi only. The decision of the arbitrator so appointed shall be final and binding upon both the parties.
23. Without any prejudice to the arbitration clause here above, the Courts at Delhi alone and/ or Delhi High Court at Delhi alone shall have the jurisdiction.

WITNESSES:

1

First Party

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Second Party

I/We have inspected the aforesaid Car Parking Space/s and am/are fully satisfied with the said location and space of the said Parking Space/s. I/We have no complaint/objection regarding the aforesaid Car Parking Space/s.

Second Party

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First Applicant

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Second Applicant

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Third Applicant

ANNEXURE-4

(This is only an indicative draft, which is annexed for the purpose of acquainting the Allottee(s) with the broad terms and the same are subject to change when actual agreement is executed)

MAINTENANCE AGREEMENT

This MAINTENANCE AGREEMENT is executed at Delhi on this _____ day of _____, 20____ by and

AMONGST

1. M/s. RG Services Private Limited, a Company incorporated under the Companies, Act, 1956, having its registered office at G-01, RG City Centre, Plot SU, LSC, B-Block, Lawrence Road, Delhi-110035 through its duly Authorized Signatory Mr./Mrs. _____ S/W/o Mr. _____, R/o _____ who has been empowered by the Board of Directors vide Board Resolution dated _____ to sign this Agreement (hereinafter referred to as '**Maintenance Agency**', which expression shall, unless repugnant to the context or meaning thereof, include its authorized representatives, executors, administrators and permitted assigns), of the FIRST PART;

AND

2. (i) _____ W/o _____ resident of _____
(ii) _____ S/o _____ resident of _____

Hereinafter, referred to as '**the User**', which expression shall, unless repugnant to the context or meaning thereof, include his/her/their legal heirs, successors, executors, permitted assigns, of the SECOND PART.

AND

3. M/s. Rajesh Projects (India) Pvt. Ltd., a Company incorporated under the Companies, Act, 1956, having its registered office at 501, RG Trade Tower, Plot No. B-7, Netaji Subhash Place, Pitampura, Delhi-110034 through its duly Authorized Signatory Mr./Mrs. _____ S/W/o Mr. _____, R/o _____ who has been empowered by the Board of Directors vide Board Resolution dated _____ to sign this Agreement (hereinafter referred to as '**Confirming Party**', which expression shall, unless repugnant to the context or meaning thereof, include its successors, authorized representatives, executors, administrators, assigns), of the THIRD PART;

The expressions 'Maintenance Agency', 'the User' and 'Confirming Party' shall hereinafter collectively be referred to as 'the Parties' and individually as 'the Party' as the context demands.

WHEREAS the Confirming Party has constructed/developed a multi-storied Group Housing Project under the name and style of "RG Luxury Homes" situated at Plot No. GH-07A, Sector 16-B, Greater Noida (West), District Gautam Budh Nagar, U.P., (hereinafter referred to as "**the said Project/Complex**"), which is ready for use and occupation.

AND WHEREAS the said User(s) had applied to the Confirming Party for the allotment of a residential apartment no _____ in Tower ___ in the said Project/Complex and consequent there upon, the Confirming Party had confirmed the booking and issued the Provisional Allotment Letter dated _____. Further the apartment buyer agreement dated _____ has also been executed between the user and the confirming party.

AND WHEREAS the Maintenance Agency, is engaged and specializes in the business of providing professional services including the Management, Operation and Maintenance of various services and facilities and the equipment(s) installed in any kind of residential/commercial spaces.

AND WHEREAS the user has agreed as the terms and conditions of application and provisional allotment as well as the apartment buyer agreement issued by the Confirming Party to the said User which

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First Applicant

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Second Applicant

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Third Applicant

contained a stipulation for the provision of Maintenance Services by the Confirming Party or through any of its nominated Maintenance Agency and payment of operation/maintenance charges by the said User to the Maintenance Agency and the said User has agreed to execute a separate Operation/Maintenance Agreement for the maintenance of the said Complex.

AND WHEREAS the Confirming Party has nominated the Maintenance Agency and has assigned the right of maintenance services of supply of ground water, sewerage system, power distribution network, waste management, horticulture, Parks, security, common areas and facilities, equipment, machines, fixture etc. in said Complex and accordingly the Maintenance Agency has entered into the shoe of the Confirming Party to provide the maintenance services to the buyers/ occupiers of the residential, flat of the entire Complex and operate the same systematically by collecting operation/maintenance charges from the said Users in lieu of their services and to do all such acts, deeds etc. as may be necessary to provide maintenance services in vital, distinct and lawful manner

NOW THEREFORE, THIS MAINTENANCE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND AMONGST THE PARTIES HERETO AS FOLLOWS:

Definitions and Interpretation:

In this Maintenance Agreement, the following words and expressions when capitalized shall have the meaning assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning.

"Application" shall mean the application form submitted by the said User(s) to the Confirming party for the provisional allotment of a residential apartment in the said Complex.

"Common Areas and Facilities" shall mean such common areas and facilities within the Said Tower/ Said Complex which are enumerated in the Appendix A of this Agreement.

"IBMS" means an amount of Rs.25/- per sq. ft. of the Built Up Area of the Said Apartment, to be paid by the User as security for the due performance of his obligation by the User regarding payment of the Maintenance Charges, to the Maintenance Agency, which shall carry a simple yearly interest as per the applicable rates on fixed deposits accepted by State Bank of India at the close of each financial year on 31st March, to be adjusted in the manner to be stated in the Agreement.

"Maintenance Agency" includes the person(s) responsible for providing the Maintenance Services within the Said Complex, which includes any person, body corporate, association, sole proprietorship, corporation, joint venture, trust, any government agency or any other organization that may be appointed by the Company for carrying out maintenance and upkeep of the Said Complex.

"Maintenance Agreement" shall mean this maintenance agreement along with all appendices, annexures, schedules, terms and conditions attached thereto.

"Maintenance Charges" shall mean the charges payable by the User to the Maintenance Agency for the Maintenance Services but this does not include the charges for actual consumption of utilities in the Said Apartment including but not limited to electricity and water charges which shall be charged on monthly basis as per actual consumption/ usage and also does not include any statutory payments/taxes with regard to the Said Complex/Said Tower/Said Apartment. The maintenance charges will be calculated on the basis of actual cost of Maintenance Services.

"Maintenance Services" shall mean such services for the maintenance of Common Areas and Facilities and for providing utilities including but not limited to as specified under Clause 1 hereof, to be rendered by the Maintenance Agency.

"Provisional Allotment Letter" - A Provisional Allotment letter is the confirmation of booking of an apartment by the company which is issued by the Company to the allottee(s) upon making a request for provisional allotment of a residential apartment and agreeing to abide by the standard terms & conditions as mentioned in the Application for Allotment and as contained in BBA and upon receipt of 10% of the Total Sale Price by the company.

"Said Apartment" means the specific apartment allotted to the User along with exclusive right to use the Parking Space(s), details of which have been set out in the Said BBA/PAL and includes any alternative apartment allotted to the User in lieu of the Said Apartment.

"Said Tower" means the building in the Said Complex, in which the Said Apartment may be located.

"Said Complex" means the complex developed on the Said Land under the name and style of "RG Luxury

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First Applicant

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Second Applicant

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Third Applicant

Homes" as per the building plans approved by the competent authority(ies), comprising of residential apartments, buildings, club house, school, convenient shopping, centres etc.

"Said Land" means land admeasuring _____ Sq. Mtr. approx. situated at Plot No. GH-07A, Sector 16-B, Greater Noida (West), District Gautam Budh Nagar, U.P. on which the Said Complex is being developed.

For all intents and purposes and for the purpose of the terms and conditions set out in the Application, singular includes plural and masculine includes feminine gender.

1. MAINTENANCE SERVICES AND THEIR SCOPE

It is agreed that the said Confirming Party has no further liability and/or obligation for maintaining the said Complex and for providing any service under the said Unit Agreement and the said Confirming Party is relieved and discharged of all such liabilities and all such maintenance and services shall be rendered and/or provided by the Maintenance Agency and hence forth Subject to the terms and conditions of this Maintenance Agreement and the User's compliance of the terms of the said BBA/PAL/Sub-Lease deed executed by the Company for the Said Apartment and subject to the timely payment of the Maintenance Charges, the Maintenance Agency shall ensure provision of the Maintenance Services in accordance with this Maintenance Agreement during the term of this Maintenance Agreement.

The Maintenance Services shall include the following:

A. For the Said Complex/Said Tower

- i) Maintenance of the Common Areas and Facilities as specified in Annexure IV to the Said Agreement.
- ii) Maintenance of open spaces, compound wall, landscaping, roads, paths and such other spaces within the boundary wall of the Said Complex including maintenance of equipment for providing utilities.
- iii) Operation and Maintenance of electrification equipment and ancillaries installed within the Said Complex/Said Tower under bulk electric supply scheme, power back-up and sub-stations connected with supply of electrical energy and equipment installed in the Said Tower/Said Complex for filtration, water supply, sewerage, sewage treatment plant, water treatment plant in the Said Complex.
- iv) Security services for the Said Tower/Said Complex.
- v) Insurance of the Said Complex/Said Tower including any structure, equipment installed in the Said Tower/Said Complex and excluding the assets, fittings and fixtures owned, possessed or fitted by the said User(s) within the said residential apartment.
- vi) Repairing, renewing or replacing any component, structure etc., falling within or not in the Common Areas and Facilities, as the Maintenance Agency may deem fit.
- vii) Provide such other maintenance services as the Maintenance Agency may deem fit with regard to the maintenance of the Said Complex/Said Tower, which is within the four corners of the said BBA or is pursuant to the provisions of any extant law, government rule, instruction, circular, notification etc..

B. For the parking areas:

- i) Maintenance of the parking spaces in the basement(s)/podium(s) or in any other part of the Said Tower/Said Complex;
- ii) Other services, including but not limited to, maintenance of reserved covered/open/semi-covered parking spaces allotted for exclusive use of the User, driveways, electrification, security services etc and other services, as the Maintenance Agency may deem fit, with regard to the parking in the basement(s)/podium(s).

For the avoidance of doubt, it is clarified that the Maintenance Agency may add, withhold or vary any of the Maintenance Services if the Maintenance Agency considers the addition, withholding or variation of such services to be necessary or desirable for the upkeep and maintenance of the Said Complex or part thereof or if so required by lawful authority, which may have the effect of increase in the Maintenance Charges.

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2. MAINTENANCE CHARGES

The User agrees and undertakes to pay, on quarterly basis, the Maintenance Charges in advance, as per the bills raised by the Maintenance Agency in this regard, at the beginning of each quarter. The User understands that as per the said Agreement, the Maintenance Charges shall be levied from the date of the issuance of formal offer of possession of the said residential apartment. Further, the non-turning up for registration of the sub-lease deed or refraining from taking the physical possession of the said residential apartment shall in no case entitle the said User(s) from paying the maintenance charges under this agreement.

At the end of each financial year, the Maintenance Agency shall get its accounts audited and the expenses incurred would form basis of estimate for billing in the subsequent financial year. If there shall be any surplus/deficit arising at the end of the financial year after audit, the same shall be adjusted in the bills raised in the subsequent financial year in a manner that the amount may be refunded to/recovered from the User by subsequent bills.

The basis for the Maintenance Charges to be billed to the User shall be as under:

A. Maintenance Services

- i) The Maintenance Charges shall be calculated by taking into account the entire cost incurred by the Maintenance Agency for rendering total services and the bills for the same shall be raised quarterly in advance.
- ii) The Maintenance Agency shall also bill the charges relating to the operation and maintenance of various services in which the Said Complex/Said Apartment is located.
- iii) In case the User(s) ask for any additional/specific services other than the services specified in this agreement, then the same shall be chargeable by the maintenance agency and it shall bill at 1.2 times of the estimated cost incurred for the provision of such additional/specific service.
- iv) The Maintenance agency reserves the absolute right to increase, revise, modify the charges for any of the services to enable itself to provide necessary operation, maintenance and management services in consonance with the covenant that it shall charge only at 1.2 times the actual revised costs and the User(s) agree to the same.
- v) For the sake of clarity the calculation of the maintenance charges to be billed to the User shall be determined by the following formula:-

Particulars	Amount
Cost of operation/maintenance services (A)	-----
Cost of energy as determined by the bill paid to the concerned power distribution company (B)	-----
Less: Actual receipts by the Maintenance Agency from the users in respect of electricity bills paid by them (C)	-----
Net Expenditure	-----
The resultant total shall be divided by the total Built Up Area of the Said Complex/Said Building/Said Tower to arrive at operation Maintenance charges per Sq. Ft. of the Built Up Area which shall be multiplied by 1.2 times to arrive at the operation/maintenance charges per Sq. Ft. of the built up area to be paid by any individual Occupant/User.	

B. Utilities

The Maintenance Agency shall issue bills each month, for the consumption of electrical energy inside the Said Apartment based on number of units consumed as indicated by the meter(s) installed in the Said Apartment at pre-determined rates (which for want of a more suitable standard/rate shall correspond) to the rates charged by PVVNL (Paschimanchal Vidyut Vitran Nigam Limited)/UPPCL (Uttar Pradesh Power Corporation Limited) to its direct consumers falling in the schedule of tariff as applicable from time to time to the Said Apartment. The bill shall also include meter hire charges and a minimum demand charge if the consumption falls below the minimum demand.

The cost of electrical energy paid by the Maintenance Agency to PVVNL/UPPCL and/or the cost of operating (including fuel etc.) and maintaining standby DG Set(s) and deducting therefrom actual

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receipts from billing of electrical energy to all the Users of the Said Complex on account of electrical energy consumed, monthly, inside their respective Apartments. The resultant net expenditure shall be treated as common maintenance charges and billed to individual users in proportion to the Built-Up Area of their respective apartments. It is clarified and understood by the Users that Maintenance Charges are inclusive of cost incurred in arranging electrical energy from PVVNL/UPPCL and/or from standby DG Set(s) net of the receipts from bills paid by the Users shall have automatically and accurately reflected the net income or loss incurred with regard to bulk supply of electrical energy in the hands of the Maintenance Agency.

The parties to this agreement, acknowledge and agree that the collection of the charges from the User shall be more discretely governed by the terms and conditions as covenanted in the separate Power Supply Agreement being entered between the parties to this agreement and in case of any repugnancy, the terms of the Power Supply Agreement, in its applicability to electricity supply, shall prevail, as this clause is in addition and not in derogation of the same.

C. Service Tax/ Other taxes:

Service tax and any other applicable tax(s) as per extant law/ government rules/notification shall also be charged on the maintenance charges, electricity charges etc. and any other charges to be paid by the User with respect to the said Apartment.

3. PROCEDURE OF BILLING AND PAYMENT:

- (i) The Maintenance Agency shall, at the beginning of each quarter, raise the bill for Maintenance Charges as mentioned in clause 2A on the User. The User undertakes to pay the entire amount of Maintenance Charges as stated in the bill on or before the due date specified. No part payment shall be accepted and even if the Maintenance Agency accepts it, the same shall, nevertheless constitute default by the User.
- (ii) The Maintenance Agency shall raise bills for utilities as per clause 2B on the User for actual consumption of utilities including but not limited to electricity and water charges. The User undertakes to pay the entire amount as stated in the bill on or before the due date as may be specified. No part payment shall be accepted and even if the Maintenance Agency accepts it, the same shall, nevertheless constitute default by the User.
- (iii) All payments shall be made by the User through Crossed Cheque/Demand Draft only, drawn in favour of the Maintenance Agency payable at Delhi/Noida and shall be deemed to have been paid only when the amounts are credited to the accounts of the Maintenance Agency.
- (iv) In the event of delay/default by the User in payment of the Maintenance Charges/utilities bills by the due date mentioned in the bills, the Maintenance Agency shall have the right to adjust the unpaid amount, in the first instance from the interest accrued on the IBMS and if such accrued interest falls short of the unpaid Maintenance Charges, the association Maintenance Agency shall have the right to adjust the same from the principal amount of IBMS, in accordance with the terms and conditions as may be specified under the said BBA/ PAL.
- (v) In case due to the aforesaid adjustment, the principal amount of IBMS falls below the required amount, then the User shall be liable to make good such short fall within fifteen (15) days failing which the User shall be liable to pay interest @ 18% p.a. on the unpaid amount for the period of delay in payment after the due date. If the User defaults in making the shortfall within a further period of fifteen (15) days, the Maintenance Agency shall have the right to withhold/discontinue the Maintenance Services/utilities for the Said Apartment, at any time, without any further notice.

Notwithstanding anything contained herein, the Maintenance Agency shall have the first charge on the Said Apartment for the recovery of the aforesaid unpaid amounts (including interest thereon).

- (vi) Without prejudice to the right to the Maintenance Agency to recover the Maintenance Charges/utilities bills in the aforesaid manner and to charge @ 18% PA interest for the period of delay, the unpaid bill shall be deemed to be a notice to the User to the effect that if the amounts stated in the bill is not paid by the due date, the Maintenance Agency shall have the right to discontinue the provision of Maintenance Services/utilities/to run and operate the equipment of utilities to the User till the date of payment of the unpaid amount along with interest.
- (vii) All returned/ dishonored cheques shall be subject to legal action under the provisions of Negotiable Instrument Act, 1881 or any modification thereof apart from civil action for recovery of the amount. The Maintenance Agency shall be entitled to recover bank charges in addition to bill amount, interest

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at the rate of 18% p.a. and other charges as provided in this Agreement in case of dishonored cheques. For all purposes, the unpaid maintenance charge shall be deemed to be unsettled debt of the said User(s).

- (viii) The payment of bill shall not be held up/delayed even if there are any differences or disputes as to its accuracy. Any such difference or disputes regarding accuracy of the bill shall be separately settled as provided in Clause 7 of this Agreement.

Notwithstanding any clause of this Agreement, the liability of the Maintenance Agency to provide Maintenance Services is conditional on the Maintenance Agency getting the Maintenance Charges/utilities bills within the stipulated time from all the users, in no event less than 75% of the actual users. In the event there is a default by more than 25% of the apartment owners to pay the Maintenance Charges/utility bills the Maintenance Agency shall not be obliged to provide any Maintenance Services and/or run or operate the utilities equipment to any of the apartment owners till the date the unpaid amounts are received, irrespective of the Maintenance Charges paid by any apartment owner.

- (ix) In the event the user has paid the IBMS in favour of the Association and the Association has appointed another maintenance agency for maintaining the Said Complex/Said Tower then in that event, the User may be required to issue a fresh cheque towards IBMS in favour of the said Maintenance Agency. However, that would be subject to the User receiving a refund cheque of the IBMS amount paid earlier to the Association.

4. USER'S OBLIGATIONS

- i. The said User hereby agrees and assures the Maintenance Agency that the said User shall:
- Comply with the provisions of this agreement.
 - Park his vehicles with security stickers allotted.
 - Keep the parking area clean and use the area only for parking purpose only.
 - Store and dispose debris as decided by the Maintenance Agency.
 - Keep Garbage outside the Unit in wet and dry garbage bags as instructed.
 - Use the Common area for activities without disturbing others and causing damage.
 - Allow periodic inspection by the Facility Manager along with the representative of the unoccupied units.
 - Enter all complaints in writing in the register provided.
 - Co-operate with property manager in carrying out their responsibility.
 - Educate the servants to follow rules and behave manner fully.
 - If the service of a full time/part time servant, full time/part time maid or any such person for domestic help are hired then the said User shall submit all the details of the person hired for such help to the Maintenance agency with a copy of police verification and behaviour/ conduct of such person will be the responsibility of the Second Party. The said User(s) shall indemnify & keep the Maintenance Agency and the Confirming Party indemnified & harmless against any loss and/or damage and/or litigation including the attorney's fee occurring to them by any negligent act or omission or misconduct by such person hired for domestic help by the said User.
 - Ensure that drivers/ domestic helps have been issued identity cards and they carry it every time inside the building.
 - Ensure proper written notes for the servants carrying your personal belongings out of the building premise.
 - Use only the generally common areas and facilities within said Place address/land which may be outside the land underneath the said Complex Building earmarked as generally commonly used areas & facilities by all the occupants/ users on the said Complex. However, such generally common areas and facilities earmarked for common use of all occupants/users shall not include the exclusive reserved covered/open/stilt parking space individually allotted to the respective occupants/users for their use. Further, the User understands that he shall have no right, title or interest in other unsold open/ covered /stilt car parking spaces, if any, and the same shall be dealt with by the said Confirming Party at its own discretion as it may deem fit.

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- Park his vehicle only in the parking space earmarked in the said Complex allotted to him by the Confirming Party and not anywhere else on the said Land/said place address. Further, the User agrees that in the event after using his allotted car parking space, he has more number of cars to park then he shall park his additional cars outside the said Complex and not anywhere on the said Land/said place address.
- Conform to the Driving & Parking Rules viz. speed, circulation movements etc. and Rules of Road Regulation, 1989, as amended from time to time failing which the Maintenance Agency may at its discretion restrict the entry of User's vehicle to the said Complex.
- As the said residential apartment shall be assessed for the purpose of house tax individually and hence the same shall be paid promptly by the said User and in addition to the House Tax assessed on the said residential apartment, the said User shall also pay his proportionate share of the municipal tax, if any, imposed on the common area.

And said User shall not in any case:

- Carry out any modifications on façade and structure.
 - Store harmful material in flats and common area.
 - Repair vehicles in the compound.
 - Hang sign boards from windows or outside flats.
 - Enclose balconies or modify common areas without prior permission.
 - Throw waste from the window/ balconies.
 - Allow noise making works in flats that causes inconvenience to neighbours.
 - Utilize the visitor's parking which is exclusively reserved for visitors.
 - Carry hazardous/ inflammable articles and smoking in the lift.
 - Overload the lift and holding on for long at landings causing inconvenience to other passenger.
 - Litter lifts and graffiti inside lifts.
 - Take pets in the lift.
- ii. The User further agrees that the User's right to use the Common Areas and Facilities, shall be subject to regular and prompt payment of Maintenance Charges as billed by the Maintenance Agency. In case of failure to do the same, the User shall lose the right to use any of the Common Areas and Facilities and to obtain the supply of utilities and other services and the Maintenance Agency shall have the right to recover the amounts due as per law.
 - iii. The User shall be responsible for insuring the contents within the Said Apartment at the User's own cost, risk and responsibility. Further, the User shall not do or permit to be done any act or thing which may render void or voidable insurance of any building or any part of the Said Tower/Said Complex or cause increased premium to be payable in respect thereof. Such increase in the premium due to the above default shall be borne and paid by the User only.
 - iv. The User shall maintain the Said Apartment at the User's own cost, in a good and tenable condition and shall not do or suffer to be done anything in or to the Said Apartment, or to the Said Tower, or to the Common Areas and Facilities which may constitute violation of any law or rules of any authority or cause detriment to occupants of the Said Tower/Said Complex or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Tower is not in any way damaged or jeopardized. The User further undertakes, assures and guarantees that the User would not put any sign-board/name-plate, neon-light, publicity material or advertisement material etc. on the face/facade of the Said Tower or anywhere on the exterior of the Said Tower or common areas. The User shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further the User shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the Common Areas and Facilities including the common passages or staircase of the Said Tower. The User shall also not remove any wall, including the outer and load bearing wall of the Said Apartment. The User shall plan and distribute the User's electrical load in conformity with

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the electrical systems installed by the Company. The nonobservance of the provisions of this clause shall entitle the Maintenance Agency, without prejudice to other rights and remedies which it may have, to enter the Said Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the User. The User agrees to keep the Maintenance Agency indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency in this regard.

- v. The User shall also be liable to pay the cost (in addition to) Maintenance Charges/utilities, as and when any plant & machinery within the Said Complex/Said Tower as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc. require replacement, up gradations, additions etc. the cost thereof on pro-rata basis. The User acknowledges that the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof.

5. LIMIT ON THE RESPONSIBILITY OF THE MAINTENANCE AGENCY

- i. The User understands that the Maintenance Agency may engage other agencies/contractors to provide one/more/all Maintenance Services under separate agreements. The Maintenance Agency's responsibility will be limited only to the extent of supervision of these agencies' work and to ensure that their operation is in conformity with the agreement executed by them and to replace an agency if its performance is not upto the desired standards. The Maintenance Agency accepts no legal liability whatsoever arising from the acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the Maintenance Services. The Maintenance Agency shall not be liable for any delay, loss or damage caused by agencies' failure or refusal to provide services timely.
- ii. The Maintenance Agency shall in no way be responsible or liable for any fire, electrical, pollution, structural or any kind of hazard originating from the Said Apartment/Said Tower/Said Complex including those or due to electrical devices installed in the Said Apartment. The hazards aforesaid originating from the Said Apartment/Said Tower/Said Complex shall not impose any kind of legal or financial liability on the Maintenance Agency and the User(s) agrees to keep the Maintenance Agency indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency in this regard. The User shall ensure that the internal air-conditioning and electrical systems and any other work or thing done internally within the Said Apartment or externally, shall not pose any fire, electrical, structural, pollution and health hazard for which the User shall solely be responsible for all legal and financial consequences arising thereon.

6. GENERAL

- i. The Maintenance Agency shall have the right to assign this Agreement or any part thereof to any other person/entity as it may deem fit.
- ii. All costs, charges and expenses payable on or in respect of this Agreement and on all other instruments and deeds to be executed, if any, pursuant to this Agreement, including stamp duty on this Agreement, legal fees, if any, shall be borne and paid solely by the User.
- iii. The Maintenance Agency shall retain the original of this Agreement and the User shall be provided with a duplicate copy thereof.
- iv. The failure of the Maintenance Agency to enforce at any time or for any period of time any provision(s) hereof shall not be construed to be waiver of any provision(s) or of the right thereafter to enforce any or each and every provision(s) of this Agreement.
- v. If any provision of this Agreement shall be determined to be void or unenforceable under any law such provision shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable.
- vi. This Agreement is in consonance and not in derogation to the Agreement and the sub-lease deed.
- vii. Any notice, letter or communication to be made, served or communicated under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed at the aforesaid address and sent by registered/speed post/courier.
- viii. It is clearly understood and agreed between the parties that all the provisions contained herein and the obligation arising there under shall equally be applicable to and enforceable against any and all occupiers, tenants/employees of the User and/or subsequent purchasers of the Said Apartment, as the said obligations go along with the Said Apartment for all intents and purposes.

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- ix. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
 - x. Any User in breach of any of the terms and conditions of this Agreement shall be liable to pay outstanding dues and liquidated damages equivalent to the amount paid as Maintenance Charges during the last twelve (12) months, which the User agrees are fair, just and reasonable.
7. The said User(s) understand and agree that where any aspect relating to maintenance is not dealt under this agreement but the same finds mention in the BBA/PAL or in the Application submitted by the said User(s) for provisional allotment of the said residential apartment, then such provision in the said BBA/PAL/Application shall be applicable and the same shall be deemed to a clause of this agreement.

8. FORCE MAJEURE

- a) Any failure or delay on the part of the Maintenance Agency in performing any obligation under this Agreement solely by reason of "FORCE MAJEURE" means any event or combination of events or circumstances beyond the control of a Maintenance Agency which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which adversely affects a party's ability to perform obligations under this agreement, which shall include but not be limited to:-acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities;
- b) explosions or accidents, air crashes and shipwrecks;
- c) strikes or lock outs, industrial dispute;
- d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries;
- e) war and hostilities of war, riots or civil commotion;
- f) non-procurement of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals (including the approvals) from any governmental authority, including delay in issuance of the commencement certificate, Intimation of disapproval, occupation certificate, completion certificate and/or any other certificate as may be required;
- g) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or any event or circumstances analogous to the foregoing shall not be deemed to be a breach of this Agreement, provided however that the Maintenance Agency whenever prevented from discharging its obligations as per this Operation/Maintenance Agreement shall continue to take all actions within its power to minimize the impact of the act of Force Majeure.

9. TERMINATION

- i. This Agreement shall be deemed to be continued and in force unless and until terminated by the Parties.

This Agreement shall stand terminated upon expiry of a period of three months from the date of any of the following events:

- a) Upon the Maintenance Agency receiving a resolution signed by Users owning not less than 2/3 (two third) numbers of total Units comprised in the said Complex for termination of this agreement; or
- b) Upon the Maintenance Agency issuing a general circular informing the said User and the owners/ Users of the other units in the said Complex about its decision to terminate this agreement.
- c) This Agreement shall also stand terminated upon any stipulations of the Government requiring / mandating the said Confirming Party/Maintenance Agency to handover Operation/ Maintenance & Management of the said Complex to Association/Society of Owners or any Body

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ANNEXURE-5

DRAFT OF APPLICATION FOR SUPPLY OF ELECTRICITY

NO.:

DATE:

CONNECTION No.:

To

The Manager,

_____, New Delhi.

The User agrees to take from, _____(hereinafter called" _____") at the Said Apartment stated below, supply of Electrical Energy not exceeding the connected load/contract demand of the User's installation as below. The User hereby further agrees to pay for the said supply in accordance with the rates and charges laid down in the Schedule of tariff, prescribed by _____ from time to time. The User assures that the User shall when required by _____ to do so, lodge with its office a security deposit and charges as mentioned in Schedule of tariff.

The User hereby declares that the Terms and Conditions of supply of Electrical Energy including Schedule of tariff as stated in this Application, have been signed and understood by the User and the User agrees to be bound by them strictly in accordance with these Terms and Conditions, which form an integral part of this Application.

Schedule of Energy Electrical Load

Type of Load	Quantity	Wattage Each	Total Watts
Light Points			
Fan Points			
Light Plug Points			
Power Plug Point			
Air Conditioners			
Room Coolers			
Water Heaters			
Heating Equipments			
Motors			
Refrigeration			
Others			
Total connected load not to exceed		WATTS	

Contract Demand Load - Not to exceed KW

Supply required single/three phase

Signature of Applicant (Name and Address)

Contract of supply is _____KW subject to the Terms and Conditions and schedule of Tariff accepted on behalf of _____

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ANNEXURE-6

SCHEDULE OF TARIFF (as applicable presently)

(DRAFT COPY)

1. ENERGY CHARGES:

- a) For billing purpose during the Financial Year
(On Prevalent PVVNL/UPPCL Charges to its direct users)

Current Rate/Unit	Rate	:Rs. _____
	Elect. Duty	:Rs. _____

2. INTEREST-FREE SECURITY DEPOSITS:

- a) Service Connection Deposit (Non-refundable) :Rs. _____
b) Advance Consumption Deposit (Refundable) :Rs. _____ per KV
c) Meter Security Deposit :Rs. _____

3. MINIMUM DEMAND CHARGES :Rs. _____ per KV
of Contract Demand

4. MISCELLANEOUS:

- a) Meter Installation Charges :Rs. _____ per meter
b) Meter Testing Charges :Rs. _____ per meter
c) Re-connection/Disconnection Charges :Rs. _____ per meter
d) Periodic Inspection Charges :Rs. _____ per meter
e) Meter Hire Charges per month :Rs. _____ per meter

Note:

This Schedule of Tariff shall correspond to the Schedule of Tariff of PVVNL/UPPCL prevailing on the date of execution of this Application. Any amendment, addition, alteration or modification in the Schedule of Tariff of PVVNL/UPPCL shall be deemed to be automatically incorporated in this Schedule of Tariff without any notice and shall be binding on the User.

Cost of the meter shall be recovered from the User in full if it damaged due to excess power consumption by the User, over and above the sanctioned load.

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ANNEXURE-7

(This is only an indicative draft, which is annexed for the purpose of acquainting the Allottee(s) with the broad terms and the same are subject to change when actual agreement is executed)

AGREEMENT FOR ELECTRICITY SUPPLY

THIS AGREEMENT FOR ELECTRICITY SUPPLY (hereinafter referred to as the “**Agreement**”) is made at Pitampura, New Delhi on this _____ day of _____, 2016

BETWEEN

1. **M/s “Rajesh Projects (India) Pvt. Ltd.**, a Company within the meaning and provisions of the Companies Act, 1956, has its Registered Office at 501, RG Trade Tower, Plot No. B-07, Netaji Subhash Place Pitampura, New Delhi-110034, hereinafter referred to as “**Company**”, which expression shall, unless it be repugnant to the context or otherwise mean and include its administrators, managers, attorneys, executors and permitted assigns, acting through its Authorized Signatory _____ duly authorized vide Board's Resolution dated _____, of the First Part;

AND

2. **M/S RG Services Pvt. Ltd.**, a Company within the meaning and provisions of the Companies Act, 1956, has its Registered Office at 501, RG Trade Tower, Plot No. B-07, Netaji Subhash Place Pitampura, New Delhi-110034, hereinafter referred to as the “**Maintenance Agency**”, which expression shall, unless it be repugnant to the context or otherwise mean and include its administrators, managers, attorneys, executors and permitted assigns, acting through its Authorized Signatory _____ duly authorized vide Board's Resolution dated _____, of the Second Part.

AND

3. _____ S/W/D/o _____ & _____ S/W/D/o _____ R/o _____. (hereinafter singly/jointly, as the case may be, referred to as the “**Allottee(s)**” and/or the “**Second Party**”), which expression shall, unless it be repugnant to the context or otherwise mean and include his/their successors, legal heirs, administrators of his/their estates, attorneys, executors and assigns of the Third Part;

(The expressions 'Maintenance Agency', 'the Allottee(s)' and 'Company' shall hereinafter collectively be referred to as 'the Parties' and individually as 'the Party' as the context demands.)

A. WHEREAS the Company has constructed/developed a multi-storied Group Housing Project under the name and style of “**RG Luxury Homes**” situated at Plot No. GH-07A, Sector 16-B, Greater Noida (West), District Gautam Budh Nagar, U.P., (hereinafter referred to as “**the said Project/Complex**”), which is ready for use and occupation.

B. AND WHEREAS the said Allottee(s) had applied to the Company for the allotment of a residential apartment no ____ in Tower ____ in the said Project/Complex and consequent there upon, the Company had confirmed the booking and issued the Provisional Allotment Letter dated ____ Further the Apartment buyer agreement dated _____ has also been executed between the user and the Company.

C. AND WHEREAS the Maintenance Agency, is engaged and specializes in the business of providing professional services including the Management, Operation and Maintenance of various services and facilities, including power distribution/management and the equipment(s) installed in any kind of residential/commercial spaces.

D. AND WHEREAS the Allottee(s) has agreed as per the terms and conditions of application and provisional allotment as well as the apartment buyer agreement issued by the Company to the said Allottee(s) which contained a stipulation for the provision of Maintenance Services and electricity distribution/power backup through DG Sets by the Company or through any of its nominated Maintenance Agency and payment of operation/maintenance charges by the said User to the Maintenance Agency and the said User has agreed to execute a separate Operation/Maintenance Agreement for the maintenance of the said Complex.

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- E. AND WHEREAS the Company has nominated the Maintenance Agency and has assigned the right of maintenance services of supply of ground water, sewerage system, **power distribution network**, waste management, horticulture, Parks, security, common areas and facilities, equipment, machines, fixture etc. in said Complex and accordingly the Maintenance Agency has entered into the shoe of the Company to provide the maintenance services to the buyers/ occupiers of the residential, apartment of the entire Complex and operate the same systematically by collecting operation/maintenance charges from the said Users in lieu of their services and to do all such acts, deeds etc. as may be necessary to provide maintenance services in vital, distinct and lawful manner.
- F. AND WHEREAS the Maintenance Agency shall, either by itself or through some agency, maintain the common area and facilities provided in Complex till the same are handed over to the duly formed and registered Resident Welfare Association or for a term of One Years, whichever is earlier.
- G. AND WHEREAS the Company has obtained a single point connection from Paschimanchal Vidyut Vitran Nigam Ltd. (hereinafter referred to as "**PVVNL**") to receive bulk supply of electrical energy with permission to distribute to the Apartments/Commercial Spaces in the said Complex.
- H. AND WHEREAS the Company has authorised the Maintenance Agency for distributing and monitoring of the electrical energy to be supplied in the Complex. The Company has also authorized the Maintenance Agency to collect the charges for electricity from the Allottee(s), to pay bills to PVVNL and to do all the work incidental and/or connected thereto.
- I. AND WHEREAS the provision for power back up through DG set has been made in the Complex and the Company has authorized the Maintenance Agency for generating & distributing the electrical energy through DG Sets, to collect the monthly power back-up charges and to keep proper maintenance of the DG Set and the allied infrastructure.
- J. AND WHEREAS the Maintenance Agency, under permission from the Company, has agreed to distribute the grid power (electrical energy) and power back up (electrical energy through DG Sets) to the Allottee(s), during continuance of this agreement and upon the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH:

1. The Maintenance Agency shall supply the electrical energy to the Allottee(s) in the form of single alternating current and the supply shall be made available to the Allottee(s) regularly, provided always that the Maintenance Agency shall not be held responsible for any damages or otherwise accidental interruption, stoppage, curtailment and/or diminution in supply of energy as a result of any order and/or direction issued by the office of Uttar Pradesh Govt./PVVNL/Court Order/Appropriate Commission and/or resulting from fire, flood, tempest, any accident, load shedding and/or from any strike, lockout of workmen and/or from any other reason, but the Maintenance Agency shall make every effort to restore the supply as soon as possible.
2. In the event of interruption/stoppage of electrical supply by the PVVNL, the supply shall, subject to the terms and conditions hereinafter contained, be made through the captive generation units (DG's) installed in the Complex till the supply from PVVNL is restored.
3. The Maintenance Agency has implemented the pre-payment energy metering system, (hereinafter referred to as the "**Metering System**"), for electricity distribution to the apartments in the complex. The metering system consists of a single phase/three phase **Prepaid Dual Electronic Energy Meter** for measurement of both mains & DG supply. The metering system is supported by the vending system (token generation), which is to be placed in the vending office of the Maintenance Agency within the Complex.
4. The Allottee(s) can use maximum load of ____ KVA on the main electrical supply (depending upon the type/size of apartment) and ____ KVA on DG/power backup.
5. That the metering system shall work on pre-paid basis. The Allottee(s) shall buy electricity and the power backup from the vending office by paying & recharging its account/meter in advance through account payee cheques or the pay orders issued in favour of the **Maintenance Agency** (as per this the cheques/pay order shall be drawn payable in favour of **RG SERVICES PVT LTD.**, or in the alternative, depending upon the amount payable, on its sole discretion the Maintenance Agency can also collect the same from the Allottee(s) in cash). The recharge value shall be available in the multiples of Rs. ____/- (Rupees ____ Only).

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First Applicant

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Second Applicant

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Third Applicant

6. The charges for the electrical energy consumed for both i.e. the grid supply as well as the power back-up, shall automatically keep on deducting from the Allottee(s)'s account based on the number of units consumed, as indicated by the meter installed for the Allottee(s)'s apartment at the rates/charges for grid supply corresponding to the rates charged by the PVVNL for its direct consumers falling in the schedule tariff as applicable from time to time. The said charges comprises of consumed electrical energy charges, fixed contract demand charges, electricity duty, and vending charge, service tax etc. The applicable tariff to the apartment of the Allottee is the apartment tariff. The components of the tariff includes –

Apartment Tariff for Grid Supply	Energy Charge (Rs.)	Electric Duty (Rs.)	Electricity Surcharge	Transmission Loss @ ___%	Total (Rs.)
All Loads					
Fixed Charges					
Vending Charge					

*It is indicative. And we will collect actual amount as charged by PVVNL

Apartment Tariff for Power Back - Up	Rate (Rs.)	Service Tax	Total (Rs.)
Unit			
Minimum Charge			

** Calculated, considering the Base Rate of Rs. _____/- Per Litre on _____ at Noida.

7. The vending charges are inclusive of all the overheads incurred by the Maintenance Agency directly or indirectly for the provision of vending services in the Complex.
8. The Maintenance Agency will charge minimum Rs. _____ per month as fixed charges towards DG Power Back-Up, up to back up load of ___ KVA, _____ Units of power back up per month will be free but the unconsumed units out of them will not be carried forward to the successive month in any case. Further where the power back up load is more than ___ KVA then the fixed charges for the subsequent per KVA will be additional Rs. _____ KVA and _____ additional units of power back up per month will be free.
9. The Allottee(s) shall not be permitted to enjoy electricity and power backup beyond the load sanctioned to the Apartment; and in case any additional load is required by the Allottee(s), then the Allottee(s) will have to pay Rs _____/- per KVA (one time non-refundable) to Maintenance Agency, subject to the availability of extra power backup on first come first serve basis and for extra electricity (PVVNL supply) Rs. _____/- per KVA (one time non-refundable) payable to Maintenance Agency.
10. The unit rate for electrical energy through grid supply and power back up are based on the present rates. Any increase/decrease in the said rates in future shall be governed as under:-
- In case of grid supply, if the PVVNL revises its rate, the rates for electrical supply to the Allottee(s) shall be revised in accordance to any such revision made by the PVVNL; &
 - In case of power back up, if there is an increase/decrease in the prices of diesel, for every such increase/decrease of Rs. ___/- in the liter price of diesel, the corresponding increase/decrease in units rates shall be Re _____/- per unit.
11. (1) The Allottee(s) has/have entered into a separate agreement for maintenance of common area and facilities provided in the complex with the Maintenance Agency wherein the Allottee(s) is/are under an obligation to pay the maintenance charges in advance to the Maintenance Agency and if, the maintenance charges remain unpaid by the Allottee(s) for any reason whatsoever within the stipulated time, the Maintenance Agency has every right to forthwith, disconnect the service connections including the electricity connection of the apartment of the Allottee(s) on temporary basis, and the connection shall be restored only after the payment of dues, by the Allottee(s), along with an interest of 18% per annum on unpaid amount for the period for which the amount remains unpaid.

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First Applicant

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Second Applicant

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Third Applicant

- (2) If the apartment of the Allottee(s) remains closed for any number of days for any reasons and the charges payable by him/them under the Maintenance Agreement of Common Area and Facilities entered into by him with the Maintenance Agency are not paid, in that event the electrical supply to the Allottee' apartment shall be disconnected and shall only be restored on his/their clearing all the dues under the said agreement.
- (3) The Allottee(s) shall be liable to pay all increase in rates, taxes as made applicable by the State/Central Govt. and/or by any local Authority. Any levy such as any tax, excise duty, electricity duty, cess or any other charges imposed by the concerned authorities on the electricity being supplied by PVVNL to the Maintenance Agency shall be borne and paid by the Allottee(s). The Allottee(s) shall also be liable to pay any such increase in costs of power backup being supplied to the Allottee(s).
12. The metering system has a facility of user configurable low credit alarm which gets activated once it reaches to the preset limit; and when the credit limit is exhausted, the meter has an inbuilt switch which disconnects the supply automatically after providing an alarm. The Allottee(s) can restore the electricity by recharging the electricity meter with adequate amount.
13. The Allottee(s) have understood that the freedom display unit (prepaid meter) installed for the apartment of the Allottee(s) has a logic inbuilt whereby it does not get disconnected even if the credit level becomes zero. This facility is extended only during night times or on national holidays when the Maintenance Agency's office is closed.
14. The Allottee(s) shall not connect and/or shall not keep connected to the supply system any apparatus which in the opinion of the Maintenance Agency is likely to interfere or affect the electricity supply of the other occupants of the apartment. In such event, the Maintenance Agency shall disconnect the supply of electricity of the Allottee(s). The electricity supply of the Allottee(s) can be restored only after making good, the loss occurred due to the negligence of the Allottee(s).
15. The Allottee(s) shall be responsible for the malfunctioning of the freedom display unit (prepaid meter) installed for his/their apartment and any theft of electricity attributable to the Allottee(s), if found so, the Maintenance Agency shall be under full authority to disconnect the electricity supply to the Allottee(s) apartment. In such an event, the Maintenance Agency can take legal action against the Allottee(s) and may also inform the appropriate government authority about such theft and tampering. Any authorized person of the Maintenance Agency can inspect the freedom display unit installed for the apartment of the Allottee(s) and the electrical wiring in the apartment if he doubts that some theft or misuse of the electricity is being done in the said apartment.
16. The Allottee(s) shall always use the electrical connection for the sanctioned load and type of use i.e. residential. If the Allottee(s) is found to have used or is using the electrical connection for commercial activities and/or using the load above the sanctioned limit, in that event the electrical supply to the apartment of Allottee(s) shall be disconnected automatically and restored only after correction of the defect.
17. That only the Allottee(s) shall be responsible for any fault/burning of pre-paid electrical meter and any accessories attached to it due to over load or any other reason in his/their Apartment. Any installation affected due to the aforesaid reason shall be replaced only at the cost, which shall be borne by the Allottee(s) only.
18. The Maintenance Agency has assumed only the distribution of the electrical supply made available from the state authorities through the pre-paid electricity meter. If any, malfunctioning in these installations, whatsoever, is observed, the Maintenance Agency will make reasonable efforts to get the same set right within a reasonable time, but neither the Maintenance Agency nor the Maintenance agency shall under any circumstances or in any manner be responsible for it, nor any of them shall be liable for any civil or criminal liability in this regard.
19. The Maintenance Agency or the Maintenance agency shall not be held responsible for any irregular/interrupted supply of electricity from the PVVNL; and in case of power back up being provided, if some repair work or the system maintenance is being carried out in the generator sets, the Maintenance Agency or the Maintenance agency shall not be held responsible for any discontinuation/interruption in the electric supply due to above said repair or maintenance work.
20. The Maintenance Agency or the Maintenance agency shall not be held liable for any loss or damage caused to the electrical gadgets in the apartment of the Allottee(s), due to voltage fluctuations or any other fault of the system.

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First Applicant

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Second Applicant

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Third Applicant

21. Subject to clause 5 here above, the Allottee(s) shall make all the payments through account payee cheques only. If for any reason, the cheque is dishonored or being denied by the bank, in that event the Allottee(s) shall be liable for the legal consequences; and will have to pay a penalty of Rs. ____/- for each such default.
22. The Fixed Electricity charges will be effective from
23. The expression of Allottee shall include the Sub Lessee and the subsequent purchasers of the apartment.
24. This agreement shall be read and construed in all respects in conformity with all the provisions of The Electricity Act, 2003 and in accordance with any subsequent amendments thereto and any Rules and Regulations made there-under from time to time, condition of license, Distribution code and such other provisions made and approved by the U.P. Govt./concerned authorities from time to time; and all the parties to this Agreement shall abide by them.
25. The Maintenance agency shall collect the prepaid charges for electrical energy consumed and deposit the bills to PVVNL timely.
26. That in these presents where the context so admits words importing the masculine gender include the feminine and neuter genders, words importing the singular include the plural and shall also include every corporate and incorporated body and where two or more persons are included in the expression "the Allottee(s)" this Agreement is binding on such person jointly and severally.
27. Any notice to the Allottee(s) by the Maintenance Agency shall be deemed to be duly served, if it is addressed to the Allottee(s) on his/her email-Id (as provided to the First Party) or delivered by hand or sent through registered/speed post to the address given or subsequently notified in writing by the Allottee(s) to the Maintenance Agency.
28. In case of any dispute or difference arises between the parties with regard to the terms and conditions of this Agreement or relating to the interpretation thereof, the same shall be resolved by mutual discussion failing which the same shall be referred to the sole arbitrator appointed by the Maintenance Agency and the Maintenance agency and the Allottee(s) shall have no objection to such appointment of the sole arbitrator by the Maintenance Agency. The arbitration shall be in accordance with the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be held in Delhi and the proceedings shall be conducted in English language. The parties agree that the arbitration award shall be final and may be enforced as a decree. The parties agree further that only the competent courts of jurisdiction at Delhi and the High Court of judicature at Delhi shall have exclusive jurisdiction in all matters arising here under.

IN WITNESS WHEREOF the parties hereto have appended their respective signatures on this indenture at the place and the date as mentioned herein first.

WITNESSES	Parties to the Agreement
1	For "Rajesh Projects (India) Pvt. Ltd. (The Company)
2	For RG Services Pvt. Ltd. (Maintenance Agency)
	(Allottee Co-Allottee)

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First Applicant

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Second Applicant

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Third Applicant

ANNEXURE-8

DRAFT OF UNDERTAKING

(This Draft of Undertaking is tentative and the Company reserves the sole right at the time of final execution of the draft of undertaking to amend/change/modify the terms and conditions contained in the draft of undertaking as the Company may in its sole discretion deem fit. The present Draft of undertaking will be filled at the time of execution of the Undertaking.)

I _____ S/W/D/o Sh. _____
R/o _____ have been allotted
apartment No. _____ in Tower _____ on _____ floor in "RG Luxury
Homes" at Plot No. GH-07A, Sector 16-B, Greater Noida (West), District Gautam Budh Nagar, U.P. I am
aware that M/s _____ (the Maintenance Agency) is entrusted with the task of
providing maintenance services to the entire Complex including the supply of electricity to all the
apartment owners for which purpose the M/s "Rajesh Projects (India) Pvt. Ltd. shall be applying for
permission to receive bulk electric supply and distribute it to the various apartment owners. The
Maintenance Agency has informed me that they shall be responsible for receiving and supplying the
electricity supply in the complex, for sanctioning electricity load, for installation of meters, billing and
recovery etc. I am agreeable to receive the electricity supply from the Maintenance Agency and I
undertake that I shall not apply to PVVNL/UPPCL or any other distributing/Regulating/Licensing
Agency/Authority for direct individual supply of electric power and I understand that I shall not be entitled
for such direct connection in view of the release of bulk electric supply to the Said Complex.

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First Applicant

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Second Applicant

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Third Applicant

Annexure-9

LETTER OF AUTHORITY

(Towards insurance premium of Building)

This is to declare that the undersigned is the owner and in possession of the Flat No _____, in Tower ____ at project 'RG Luxury Homes', situated at Plot No. GH-07A, Sector 16-B, Greater Noida (West), District Gautam Budh Nagar, U.P.

WHEREAS the undersigned shall be availing a catena of maintenance services from, who has been appointed as the sole Maintenance Agency for the aforesaid project, to which the undersigned in the capacity of the resident of the said project has duly consented.

WHEREAS amidst such plethora of maintenance services, the maintenance agreement has also casted upon the Maintenance Agency, the duty to get the insurance of the entire building (excluding the insurance for the assets and fixtures kept within the apartments of the said building).

HENCE, the undersigned in the capacity of the owner of an apartment in the said building hereby authorizes the aforesaid Maintenance Agency to approach any insurance company for the said insurance of the building and apply for the appropriate insurance policy from the said insurance company. Any such application made by the said Maintenance Agency for the insurance of the building for all purposes and sundry shall be deemed to have been made under specific authorization from the undersigned and all the terms and conditions including payment of insurance premium having been agreed to by the said Maintenance Agency shall be further deemed to have been duly ratified by the undersigned.

This authorization is issued under my signature on at Delhi.

(.....)

Resident of Apartment No _____

Tower ____

“RG Luxury Homes”

Plot No. GH-07A,

Sector 16-B, Greater Noida (West),

District Gautam Budh Nagar, U.P.

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First Applicant

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Second Applicant

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Third Applicant

ANNEXURE-10

AFFIDAVIT

1. _____, W/o _____, resident of _____
(hereinafter singularly referred to as the Deponent No.1
2. _____, S/o _____, resident of _____
(hereinafter singularly referred to as the Deponent No.2

(Deponent No.1 & 2 jointly referred to as the Deponent(s)).

The deponent(s) named above do hereby solemnly affirm, declare and undertake on oath as hereunder:-

1. That the deponent(s) shall pay all the applicable taxes viz. Municipal Tax (es), Property Tax, Water Tax etc. and/or any other levies/taxes as made applicable from time to time by the central and/or the state government and/or its agency in future from the date of such levy/tax or the date of Final Demand Letter for the apartment, whichever is earlier.
2. That the deponent(s) shall pay the charges, recurring and/or payable in lump sum as the case may be, for any common facility to be provided in future (if any), other than the facilities provided as on date and for the maintenance thereof in addition to the maintenance charges payable by me/us on Final Demand for the subject flat.
3. That the deponent(s) have satisfied himself/themselves with respect to the various heads in which money is payable by him/them before execution of the Sub-Lease Deed. The deponent(s) shall not make any claim whatsoever in respect of any of them in future. It has been clearly understood by the deponent(s) that the physical possession of the apartment shall be handed over only after payment of all the dues of the Promoter/Company and the charges payable to the Maintenance Agency.
4. The deponent(s) undertake to enter into an agreement with the Company and have no objection to the engagement/appointment of any maintenance agency for the purpose of maintenance of common area and facility provided in the complex.
5. The deponent(s) have clearly understood that the maintenance charges shall be payable **w.e.f. _____ & fixed charges for electric supply and power backup etc. shall be payable w.e.f. date of possession if the flat is not occupied** by him/them on or before the said date and it remains unoccupied for any reason whatsoever, the deponent(s) shall be liable to pay the said charges for the period for which the flat remains unoccupied.
6. In case of failure on his/their part in making payment in any of the above referred accounts, the Maintenance Agency can discontinue his/their right to access and can effect disconnection of essential services like water, electric supply and other common facilities etc. without giving any formal/informal notice.
7. The deponent(s) shall abide by all the rules & regulations formed by the promoter/maintenance agency with respect to security systems/arrangements, the maintenance services & recreational facilities provided in the complex.
8. That after handing/taking over of the possession, the deponent(s) shall, at his/their own cost, keep the subject apartment, its walls and partitions, sewer, drains, pipes and appurtenances thereto or belonging thereto, in good, tenantable, fit and proper condition and will ensure that the structure/safety of the premises is in no way be endangered. The deponent(s) shall neither himself/themselves do nor will allow/permit anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to building which would violate any rule notification, regulation or bye-laws of the concerned development authority.
9. That the deponent(s) shall not use the apartment or permit the same to be used for any purpose other than residential. The deponent(s) shall also not use or allow to be used the apartment for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other apartment in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the apartment which may cause damage to any flooring or ceiling of any apartment over or below or adjacent to the apartment or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.
10. That the deponent(s) shall not block or cover common passages/area provided in the complex. The deponent(s) shall not cover the balconies and verandahs. The deponent(s) shall not make any

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First Applicant

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Second Applicant

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Third Applicant

changes whatsoever in the external façade and the elevation. The deponent(s) shall not make any changes of whatsoever nature inside the apartment.

11. That the deponent(s) shall not hinder in any manner the enjoyment of recreational facilities provided in the complex by any of the residents and shall always follow the rules, regulations & guidelines formed by the promoter/maintenance agency in this respect.
12. That the deponent(s) shall pay off all the liabilities as mentioned at No. 1 & 2 herein and/or any incidental/connected charges thereto and observe and perform all the covenants and conditions contained herein. The deponent(s) shall keep the promoter and its agent and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said condition. In the event of any demand being raised against the promoter for any taxes, levies, charges as a result of any legal claim, rule or notification, the same shall be reimbursed by me in the ratio which the Built-up area of the apartment bears to the total built-up area. Such amount shall be paid within fifteen days from the intimation thereof.
13. That the deponent(s) understand that as per the security arrangements proposed to be provided in the complex the promoter/maintenance agency shall have a free hand to restrict the entry of any of outsiders into the complex. The provision of such security would not create any liability of any kind on the promoter/maintenance agency for any mishap resulting at the hands of any miscreants or any other person whomsoever. Right of admission in the complex shall be reserved.
14. That the deponents understand and agree that notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable/super area of the unit, it is reiterated and specifically made clear that it is only the covered area of the unit that has been leased out and to which the deponent(s) shall have exclusive rights. Inclusion of the common areas in the computation does not give any title thereto as such to him/them. It is clearly admitted, acknowledged and so recorded that the promoter holds the terrace rights and the deponent(s) shall make no claim in this respect at any time.
15. The deponent(s) hereby undertake to abide by all the laws, rules and regulations of New Okhla Industrial Development Authority or any other designated authority from time to time or any other laws as are applicable to the said apartment from time to time.
16. That in case of any natural calamity or any other adverse situation of any kind after possession, the promoter shall in no way be responsible for all or any of the losses/ damages of any kind.
17. That the deponent(s) shall under no circumstances be allowed to carry out any changes whatsoever in the elevations and /or outer color scheme of the flat. This provision shall be applicable even after execution of sub-lease deed & handing over of the physical possession. In case of non-compliance of this provision, the promoter without any formal notice shall be at liberty to restore the original elevations and/or outer color scheme. This shall be got done at my cost and risk. Such cost shall include all formal and informal charges.
18. That the deponent(s), after taking over possession of the subject apartment or receiving deemed possession thereof, shall have no claim against the promoter in respect of any item or work in the said apartment, which may be said not to have been carried out or completed or for non-compliance of any designs, specifications, building material or for any other reason whatsoever. That all natural products such as marbles, stones, tiles, timber etc. may have variations in texture, color or behavior. The deponent(s) shall have no claim against the promoter in this respect.
19. That if the promoter incurs any expenditure towards registration of the sub-lease deed for the subject unit, the deponent(s) shall reimburse the same to the Promoter. In case the stamp duty or other charges payable by him/them to the authorities at the time of registration is discounted due to reason of prior payment of some/all charges by the promoter, such discount availed by him/them shall be reimbursed to the promoter prior to registration.
20. That the deponent(s) shall get exclusive possession of the built-up area of their said unit and the title of this area along with undivided proportionate interest in the land under the tower will be transferred through the necessary transfer documents. The deponent(s) shall have no right, in the title in the remaining part of the complex such as open spaces, parks, parking, toilets, public amenities, other facilities and amenities except the right of ingress and egress in the common areas like corridors, staircase, lobby, lift area and approach road. These areas/facilities and the land for other common facilities shall remain the property of the promoter. The right of usage of common facilities shall always be subject to observance by him/them the covenants herein and up to date payments of all dues.

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First Applicant

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Second Applicant

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Third Applicant

21. That the deponent(s), have received letter dt. _____ from M/s "Rajesh Projects (India) Pvt. Ltd and are agreeable to builder purchasing increased FAR of ____ times (increased from _____ times). And will have no objection should NOIDA Authority offer still higher FAR and M/s "Rajesh Projects (India) Pvt. Ltd. deciding to pursue it.
22. That documents are satisfied with construction, quality & design of the unit, which may be in deviation from the broacher and accept the same irrevocably.
23. That the deponent(s) have received a copy of the Guidelines for Allottee(s)/Occupant(s) of Flats in the complex "RG Luxury Homes" the deponent(s) shall always abide by all of them and shall extend my full co-operation wherever it shall be required.

DELHI

(Deponent No.1)

(Deponent No.2)

Dated

VERIFICATION

I/We the deponents named above do hereby verify that the contents of para 1 to 21 of this affidavit are true to the best of my personal knowledge and belief. No part of this affidavit is false and nothing material has been concealed.

DELHI

(Deponent No.1)

(Deponent No.2)

Date

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First Applicant

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Second Applicant

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Third Applicant

Received By
Sales Department

Verified By
CCD Department

Approved By
Head Sales/CCD



RG

LUXURY
HOMES

Sector-16B Greater Noida (West)

 **The Price-Less Luxury** 

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Rajesh Projects (India) Pvt. Ltd.



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