

SQUARE

Sector-120, Noida

APPLICATION FOR PROVISIONAL ALLOTMENT OF
COMMERCIAL SPACE/SHOP IN

RG SQUARE

RG Residency, Plot No. GH-02, Sec.-120, Noida, UP

Name : _____

Address : _____

Apartment No. : _____ Tower _____

Apartment Type : _____

Instructions for Customer(s)

The Company is pleased to acknowledge your keen interest in our project and evincing your cherished desire to own a commercial space in 'RG SQUARE', a beautiful commercial centre comprising of shops, utility centres etc. within the project 'RG RESIDENCY', a group housing complex, being developed by the Company at Plot No. GH-02, Sector 120, Noida, Distt- Gautam Budh Nagar (U.P.)

Without any prejudice to our commitment to develop and construct the aforesaid commercial centre within group housing complex and handover the possession of the space 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 commercial space/shops 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 14 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 commercial space/shop, 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 commercial space/shop is paid and all documents related o the booking/allotment of the commercial space/shop 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

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Fourth Applicant

To
M/S RG Residency Pvt Ltd
501, RG Trade Tower, Plot No. B-7,
Netaji Subhash Place,
Pitampura, Delhi-110034

Sub : **Booking of commercial space/shop in 'RG SQUARE' within the precincts of Project "RG RESIDENCY" at Plot No. GH-02, Sector 120, Noida, 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 commercial space/shop in the said Project :-

1. Application for Provisional Allotment of commercial space/shop 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

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

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First Applicant

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Second Applicant

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Third Applicant

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Fourth Applicant

Date : _____

To
M/S RG Residency Pvt Ltd
501, RG Trade Tower, Plot No. B-7,
Netaji Subhash Place,
Pitampura, Delhi-110034

Sub : Undertaking

Dear Sir(s),

I/we am/are enclosing herewith an application for booking a commercial space/shop No. _____, (hereinafter referred to as "the said commercial space/shop") in Tower _____ (hereinafter referred to as "the said Tower ") in 'RG SQUARE', within the precincts of Project "RG RESIDENCY" being developed by M/S RG Residency Pvt Ltd, (hereinafter referred to as "the Company") along with the Cheque bearing No. _____ dated _____ drawn on _____ amounting to Rs. _____ / (Rupees _____) towards registration amount. Besides various terms and conditions stipulated in Application Form, I/we clearly understand and undertake that

- a. 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 will be given to me/us and no right of any kind whatsoever will accrue to me/us by virtue of this Application.
- b. I/we have to deposit an amount of 10% of the total sale price of the commercial space/shop (including registration amount) within 7 days from the date of Application, failing which my/our registration amount would be forfeited by the Company and application for booking will be rejected and the provisional booking/provisional Allotment would not be confirmed.
- c. I/we would be entitled for provisional allotment of the commercial space/shop and to receive the provisional allotment letter only after the deposit of 10% of the total sale price of the commercial space/shop.
- d. I/we shall deposit all the amount due as per the terms / payment plan as and when they become due for payment.
- e. I/we further undertake that I/we have to deposit the initial payment due upto 20 % of the total sale price of the commercial space/shop from my/our own sources irrespective of the fact that weather the project is bankable or not. I/We have understood that there may be possibility of bank finance may be available upto 80% of the Total Sale Price of the commercial space/shop 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 Total Sale Price upfront as and when due from my/our own sources/bank finance as the case may be without any delay.
- f. (i) 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.
(ii) 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 commercial space/shop is located bankable to enable me/us to get the housing loan sanctioned for the payment of further instalments due as per the payment plan opted by me/us
- g. I/we clearly understand that the Company's responsibility would be only up to making the Said tower bankable from any one bank/financial institution. It would be entirely my/our responsibility to get the housing loan sanctioned in my/our favour, within 30 days from the date of intimation regarding the said tower being bankable. In case the said tower is already bankable at the time of application, no grace period will be given and I will get my/our loan sanctioned within 30 days from the date of application to pay the due instalment on time.
- h. I/we clearly understand and agree that if the instalment(s) are not paid on due dates due to non-availability of loan or non-sanction of loan by the financial institute/agency or any delay in reimbursement /disbursement of loan, I/we have to pay the interest on late payment as per the terms and conditions of this application.

Thanking You,
Yours Truly

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First Applicant

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Second Applicant

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Third Applicant

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Fourth Applicant

RG SQUARE
An integral Part of
RG RESIDENCY

APPLICATION FORM -CUM- PRICING AGREEMENT FOR PROVISIONAL ALLOTMENT
OF COMMERCIAL SPACE/SHOP IN 'RG SQUARE' WITHIN "RG RESIDENCY"
AT PLOT NO. GH-02, SECTOR-120, NOIDA, U.P.

M/S RG Residency 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 RG Residency Pvt Ltd. (hereinafter referred to as "the Company") is developing a Group Housing Project under the name and style of "RG RESIDENCY" at Plot No. GH-02 Sector 120, Noida, Distt- Gautam Budh Nagar (U.P.), comprising of multi-storeyed residential buildings (hereinafter referred to as "the said Complex"). The company has conceived a beautiful space comprising of commercial space/shops within the project 'RG Residency', in the name and style 'RG SQUARE'. Before applying for the allotment of a Commercial space/shop under this Application, the applicant has also compared the rates of Commercial space/shops in the vicinity and only after optimum satisfaction, this application is being made.

The Applicant requests that a Commercial space/shop in the said Complex may provisionally be allotted to me/us, under the Payment Plan mentioned in this application form:

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

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 Commercial space/shop 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 commercial space/shop, The Applicant agrees to pay further instalments of total sale price (hereinafter defined "TSP") 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 total sale price of the said Commercial space/shop. 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 may at its discretion treat the application as cancelled and the earnest money paid by The

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First Applicant

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Second Applicant

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Third Applicant

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Fourth Applicant

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 9% 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 9% 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 is aware that the plan of the said project / complex are not yet sanctioned by the sanctioning authority. The Applicant understands that if for any reasons, including the sanction/ amendment of the building plans, the Company is not in a position to finally allot the said Commercial space/shop within a period of 12 (Twelve) months from the date of this application, the Company shall refund the amount deposited by me/us with simple interest @ 9% per annum calculated for the period for which the said amount has been lying with the Company for which the Applicant would give notice to the Company after the expiry of 12 (Twelve) months. The Company shall refund such amount within 30 days of receipt of such notice from the Applicant. The Applicant further understands that the Company shall have no other liability of any kind whatsoever except the refund of this amount along with the interest as stated above.

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 Commercial space/shop. 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 total 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 here	Please affix your photograph here	Please affix your photograph here	Please affix your photograph here
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First Applicant Second Applicant Third Applicant Fourth Applicant

The particulars of the Applicant are given below for the reference and record :

1. **SOLE OR FIRST APPLICANT** Mr./Mrs./Ms: _____
S/W/D/o _____
Nationality: _____ Age: _____ years
Profession: _____
Residential Status : Resident/Non-Resident/Foreign National of Indian Origin _____
Income Tax Permanent Account No.: _____
Ward/Circle/Special range and place where assessed to income tax: _____
Mailing Address: _____

Tel. No.: _____ Fax No.: _____
Office Name and Address: _____

E-mail ID: _____ Mobile: _____

2. **JOINT/SECOND APPLICANT** Mr./Mrs./Ms: _____
S/W/D/o _____
Nationality: _____ Age: _____ years
Profession: _____
Residential Status : Resident/Non-Resident/Foreign National of Indian Origin _____
Income Tax Permanent Account No.: _____
Ward/Circle/Special range and place where assessed to income tax: _____
Mailing Address: _____

Tel. No.: _____ Fax No.: _____
Office Name and Address: _____

E-mail ID: _____ Mobile: _____

3. **JOINT/THIRD APPLICANT** Mr./Mrs./Ms: _____
S/W/D/o _____
Nationality: _____ Age: _____ years
Profession: _____
Residential Status : Resident/Non-Resident/Foreign National of Indian Origin _____
Income Tax Permanent Account No.: _____
Ward/Circle/Special range and place where assessed to income tax: _____
Mailing Address: _____

Tel. No.: _____ Fax No.: _____
Office Name and Address: _____

E-mail ID: _____ Mobile: _____

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First Applicant

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Second Applicant

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Third Applicant

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Fourth Applicant

OR

M/S _____, a partnership firm duly registered under the Indian Partnership Act, 1932, through its partner Shri/Smt _____ authorized by resolution dated _____ (Copy of the resolution signed by all Partners required) PAN/TIN _____, Registration No. _____, having its registered office at _____.

OR

M/S _____, a Company registered under the Companies Act, 1956, having its corporate identification No: _____ and having its registered office at _____ through its duly authorized signatory _____ authorized by Board resolution dated _____ (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required) PAN _____

(** Delete whichever is not applicable)

4. DETAILS OF THE COMMERCIAL SPACE/SHOP & PRICING

Commercial space/shop No.: _____ Block/Tower: _____ Floor: _____

Type of Commercial space/shop- _____

Built up Area: _____ sq. mtrs. (approx) _____ sq. fts (approx.)

Super Built up Area: _____ sq. mtrs. (approx) _____ sq. fts (approx.)

Type of Parking: Car Two Wheeler

No. of Parking Space(s) : One(1) / Two(2)

Parking Space(s) No: _____

(Parking is open parking)

5. DETAILS OF PRICING

Basic Sale Price (BSP)	Rs. _____ /- (Rupees _____ only)
Discount (if any)	Rs. _____ /- (Rupees _____ only)
Net Basic Sale Price	Rs. _____ /- (Rupees _____ only)
Cost of Additional Car Parking Space(s) for car/two wheeler (if any)	Rs. _____ /- (Rupees _____ only)
Floor PLC as applicable (per sq. ft. of the built up area.)	Rs. _____ /- for _____ Floor aggregating to Rs. _____ /- (Rupees _____ only)

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First Applicant

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Second Applicant

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Third Applicant

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Fourth Applicant

View PLC as applicable (per sq. ft. of the built up area.)	(a) Green facing Rs. _____/- aggregating to Rs. _____/- (Rupees _____ only) (b) Road Facing Rs. _____ aggregating to Rs. _____/- (Rupees _____ only)
Total PLC	Rs. _____/- (Rupees _____ only)
Lawn Area (if any)	Rs. _____/- (Rupees _____ only)
Open Terrace Area (if any)	Rs. _____/- (Rupees _____ only)
Total Sale Price	Rs. _____/- (Rupees _____ only)
EARNEST MONEY (10% of the Total Sale Price)	Rs. _____/- (Rupees _____ only)
*Taxes like VAT, Service Tax etc. as applicable will be charged extra.	

6. PAYMENT PLAN OPTION

Please indicate your payment option ()

(a) Construction Link Payment Plan (CLP)

(b) Flexi Payment Plan (Flexi)

7. INTEREST BEARING MAINTENANCE SECURITY (IBMS)

(The Interest Bearing Maintenance Security shall be payable by the Applicant at the time of possessions of the said Commercial space/shop)

(a) Built up area of the Commercial space/shop applied for _____ sq. fts. (_____ sq. mtrs.)

(b) Rate : Rs.25/- (Rs. Twenty Five Only) per sq. ft. of Built up area.

(c) Total amount payable towards interest bearing maintenance security i.e. (Built Up Area × Rate)

Rs. _____

(Rupees _____)

8. MAINTENANCE ADVANCE

(The Maintenance advance (for two years) shall be payable by The Applicant at the time of possessions of the said Commercial space/shop)

(a) Built up area of the Commercial space/shop applied for _____ sq. fts. (_____ sq. mtrs.)

(b) Rate : Rs.10.00/- per sq. ft. (or Rs.107.65/- per sq. mtr.) of Built Up Area per month.

(c) Total amount payable towards Maintenance Advance i.e. (Built Up Area × 24 × Rate)=

Rs. _____

(Rupees _____)

(d) Service Tax (as applicable).

(e) Total Payable Amount : Amount as per (c) above + Service Tax (as applicable).

9. CLUB MEMBERSHIP FEE

(The Social Club Membership Fee along with subscription charges for the first one year and service Tax as applicable thereon shall be payable by the Applicant at the time of possessions of the said Commercial space/shop).

(a) Membership Fee : NIL

(b) 1st Year Subscription Charges : Rs.25,000/-

TOTAL : Rs.25,000/-

Service Tax : As applicable

Total Payable Amount : Rs.25,000 + Service Tax (As applicable)

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First Applicant

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Second Applicant

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Third Applicant

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Fourth Applicant

10. **OTHER CHARGES:**

- A. WATER & SEWER CONNECTION CHARGES: 12,357/-
- B. Security Deposit for electricity @ Rs. 1,334/- per KVA: Rs.
- C. FTTH (fibre to home) charges : Rs. 5,500/-
- D. Security Deposit for PNG Connection from IGL : Rs. 6,000/-

(Note: The charges mentioned in the above point No. 10 are as per current prevailing rates and the same shall be subject to change depending on the rates prevailing at the time of offering possession.)

11. **BOOKING: DIRECT/THROUGH SALES ORGANISER (BROKER/REFERENCE).**

Broker's Name, Address & Seal with signature

Details of Reference :

12. **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 RG Residency 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.

13. **OTHER CONDITIONS (IF ANY)**

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

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Fourth Applicant

**TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR PROVISIONAL
ALLOTMENT OF A COMMERCIAL SPACE/SHOP IN 'RG SQUARE',
WITHIN THE PROJECT "RG RESIDENCY"
AT GH-02, SECTOR 120, NOIDA, DISTT- GAUTAM BUDH NAGAR (U.P.)**

The terms and conditions given below are applicable on the booking of the commercial space/shop 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 Commercial space/shop 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 Commercial space/shop 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 commercial space/shop/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 commercial space/shop 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 commercial space/shop by any provisional allottee(s).

"Authority" means New Okhla Industrial Development Authority.

"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 commercial space/shops

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First Applicant

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Second Applicant

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Third Applicant

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Fourth Applicant

etc., area of plumbing/electric shafts of the Said Commercial space/shop, total area of all balconies, cupboard and 50% area of open terraces attached (if any), which forms integral part of the said commercial space/shop.

“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 commercial space/shops' 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 RG Residency 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 Commercial space/shop/Said Tower/Said Complex.

“Development Charges (DC)” mean the charges levied, leviable on the development of the said Complex, (if any), by NOIDA 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 Total Sale Price of the said Commercial space/shop 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, outstand 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;
- (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;

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- (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” means the Security to be paid by me/us for the maintenance and upkeep of the said Complex/said Building/said Commercial space/shop to be paid as per the payment plan to the Company or to the Maintenance Agency @ Rs. 25/- per Sq. Ft. of the built up area of the said Commercial space/shop. IBMS shall carry a simple interest as per the applicable rates on fixed deposits 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 commercial space/shops and which may be sold by the Company without the interference of other commercial space/shop 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 NOIDA 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 commercial space/shop.

“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 commercial space/shop/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 Commercial space/shop 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 Commercial space/shop/ 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 commercial space/shop having 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.

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"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.

"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 / NOIDA, the layout plan, building plan, the location plan and the tentative Floor Plan of the said Complex.

"PLC" mean charges for the preferential location of the said Commercial space/shop payable/as applicable to be calculated on the basis of per sq. ft. of built up area of the said Commercial space/shop, as mentioned in the details of pricing item No. 5 of this Application hereinabove.

"Additional PLC" mean the charges payable in addition to the PLC for the said Commercial space/shop being additionally preferentially located, calculated on the basis of per sq. feet of built up area of the said Commercial space/shop.

"Provisional Allotment" shall mean the provisional allotment of the Said Commercial space/shop 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 commercial space/shop by the company which is issued by the Company to me/us upon making a request for provisional allotment of a residential commercial space/shop and agreeing to abide by the standard terms & conditions as mentioned in this Application for Allotment and upon receipt of 10% of the Total 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 Commercial space/shop.

"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/commercial space/shop 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-02, Sector 120, Noida, 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 RESIDENCY" as per the building plans approved by the competent authority, comprising of residential commercial space/shops, 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 Commercial space/shop may be located.

"Said Commercial space/shop" shall means the specific commercial space/shop applied for, by me/us in the said building/tower, details of which has been set out in this Application and includes any alternative commercial space/shop, if provisionally allotted to me/us in lieu of the said commercial space/shop.

"Standard Terms & Conditions" shall mean terms & conditions of provisional allotment of the Said Commercial space/shop.

"Sub-Lease Deed" means the detailed terms of the transfer of the said Commercial space/shop 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 Commercial space/shop (hereinafter referred to as "Sub-Lease 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 Commercial space/shop

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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 Commercial space/shop 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 Total 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 Commercial space/shop 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 Commercial space/shop 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 Commercial space/shop 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 still reserved for parking, services and storage) in which the Said Commercial space/shop 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 commercial space/shop 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 built up area 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-commercial space/shops excluding exclusive terraces allotted to commercial space/shops/Penthouses.
- d) Covered/Open Car Parking Area within/around Buildings for allottees/visitors of the Said Project/ Complex.

It is further clarified that the 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.

“Total Sale Price” means the amount amongst other payable for the said Commercial space/shop which includes basic sale price, PLC and additional PLC (if the said Commercial space/shop is preferentially located), calculated on as per sq. feet basis of the built up area of the said Commercial space/shop and additional charges (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/ Noida Authority 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.
- c) Maintenance charges, Property Tax, Municipal tax on the said commercial space/shop.

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- 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.

TERMS AND CONDITIONS :

- 1. a) I/We have wilfully and voluntarily through this pre-printed application form, applied for provisional allotment of an Commercial space/shop in 'RG SQUARE', a space comprising of commercial space/shops within the Group Housing Project 'RG Residency', being developed by the Company on a plot of land bearing Plot No. GH-02, Sector 120, Noida, District Gautam Budh Nagar, U.P., having been leased out to the Company by the New Okhla Industrial Development Authority for a period of 90 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 Commercial space/shop/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 Commercial space/shop/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 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 commercial space/shops in the vicinity in terms of the carpet area and other amenities vis-à-vis the carpet area and amenities in the said

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Commercial space/shop 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 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 commercial space/shop 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 commercial space/shop 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 of Sub Lease Deed in my/our favour. The sub lease deed will be executed after the actual construction / finishing of the commercial space/shop. Until a Sub Lease Deed is executed and registered, the company shall continue to be owner of the commercial space/shop, 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 commercial space/shop 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 Total Sale Price of the said Commercial space/shop in accordance with the payment plan opted by my/our 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 **Total Sale Price of the said Commercial space/shop and other charges are calculated on the basis of the built up area of the said Commercial space/shop** which is tentative and any increase or decrease thereof shall be payable or refundable at the rate mentioned in this application. It is further understood by me/us that the definition of super built up area and built up area of the commercial space/shop 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 Total 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 Built up 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 Total Sale Price of the said Commercial space/shop has been calculated on the basis of its built up area only, except the Parking Space(s) which is based on the fixed valuation and that the Built up area of the said Commercial space/shop as stated in the provisional Allotment Letter is tentative. The final Built up area of the Said Commercial space/shop shall be confirmed by the Company only after the construction of the said Commercial space/shop is completed and the occupation certificate is granted by the competent authority(ies). The total Sale price payable for the said Commercial space/shop shall be recalculated and upon confirmation by the Company, and any increase or decrease in the Built up Area of the said Commercial space/shop shall be

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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 Built up 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 Built up 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 Commercial space/shop.

- 2.6 If the variation in the Built up Area of the said Commercial space/shop is within $\pm 1\%$, the Total Sale Price will remain the same. But if such variation is more than $\pm 1\%$, the Total Sale Price and other charges will be adjusted accordingly. It shall always be clear that if any variation is more than $+1\%$ in built up area of the said commercial space/shop, then the demand/refund shall be applicable for the entire area e.g. : for a $+2\%$ change the demand/refund shall be applicable for total $+2\%$ area. For avoidance of any doubt it is clarified that the Total Sale Price of the said Commercial space/shop is based on the Built up Area which is tentative and subject to change. 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 Built up Area, Super Built up Area, and/or percentage of the Built up Area to Super Built up Area, as **the said Commercial space/shop is being sold only on the basis of the Built up Area and I/We shall be liable to pay as per the Built up Area.** The definition of Super Built up Area and Built up Area and the percentage of the said Commercial space/shop 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 Total Sale Price or any change in the Built up 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 I/We agree to pay PLC, if applicable, calculated in the table contained in Clause 2.1 of the Provisional Allotment Letter which shall be paid by the Allotee in the manner and within the time as stated in the schedule of payments as may be given in Annexure III of the Provisional Allotment Letter.
- 2.9 a) I/We agree that if due to any change in the lay-out plan/building plan of the said Complex/said Building/said Commercial space/shop;
- i) The said Commercial space/shop ceases to be preferentially located then only the amount of PLC, paid by me/us shall be refunded without any interest and such refund shall be made / adjusted from full & final dues at the time of handing over the possession of the said Commercial space/shop.
 - ii) The said Commercial space/shop becomes preferentially located and if at the time of this application it was not preferentially located, I/We shall pay PLC of the Commercial space/shop to the Company as applicable and as demanded by the Company.
 - iii) The said Commercial space/shop becomes additionally preferentially located, I/We shall pay Additional PLC to the Company as applicable and in the manner as demanded by the Company.
- b) I/We understand that in case of change in the location of the said Commercial space/shop due to change in the layout plan/building plan of the said Complex/said Building/said Commercial space/shop or otherwise, I/We shall have no other right or claim except as mentioned hereinabove.
- 2.10 a) I/We agrees and understands that in addition to the Total 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:
- 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 built up area of the said Commercial space/shop to the total built up area of all the commercial space/shops, 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.

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- iii) I/We assert that I/We have understood the applicability of various government levies, taxes, VAT, service tax and surcharges levied on residential commercial space/shops 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 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 commercial space/shop and the Company shall have the first charge/lien on the said commercial space/shop 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 Noida Authority on account of any compensation paid by the Noida Authority or any other Authority by whatever name called to farmers whether before possession or after possession/ execution 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 commercial space/shop and the Company shall have the first charge/lien on the said commercial space/shop 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.
- 2.11 In addition to the Total 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.
- 2.12 Subject to other terms of the provisional Allotment Letter, the rate at which the Said Commercial space/shop 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 Commercial space/shop to me/us, the Company reduces the rate for selling other commercial space/shops 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 commercial space/shops in the said Complex is less than the rate of the Said Commercial space/shop; and
 - (ii) I/We am/are not in breach of any of the terms and conditions of the provisional Allotment Letter.
- 2.13 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 Total Sale Price and other charges/payments including unpaid interest for delayed payment (if any), 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 Commercial space/shop. 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

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interest and such refund shall be done as per the procedure as mentioned in clause 3(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.

- 2.14a) I/We agrees that any payment towards DC levied/leviable by the 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 Commercial space/shop/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 Commercial space/shop/Parking Space(s) till such unpaid charges are paid by me/us.
- b) In case, the 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 Commercial space/shop/ 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 Commercial space/shop/ 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, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the company as consequences of Court order/Government/ 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 Commercial space/shop/ 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 Commercial space/shop/ Parking Space(s) till such unpaid charges are paid by me/us.
- 2.15 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 Commercial space/shop 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 commercial space/shop. 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

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demand thereof shall be final and binding on me/us. However, if the said Commercial space/shop is assessed separately I/We shall pay directly to the competent authority.

2.16 That all taxes such as Property 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.

2.17(i) The Total Sale Price mentioned in this application is inclusive of cost of providing electric wiring and switches in said Commercial space/shop and facility for power back-up at a load factor of 70% and an overall diversity of 65%. As per existing commercial terms formulated in the entire commercial vertical of the project, all the commercial space/shops, a power backup of 1.00 KVA per 100 Sq. Ft. of built up area shall be provided.

However, the Total 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.

ii) The Total 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.

2.18 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 Commercial space/shop 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 Commercial space/shop. This clause shall survive the Sub-Lease of the Said Commercial space/shop or any subsequent sale/resale or conveyancing thereof.

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2.19 Subject to the terms and conditions of the provisional Allotment Letter on and after the payment of the Total Sale Price and other charges and dues as per this application / Provisional Allotment Letter and upon execution of the Sub-Lease Deed, I/We shall have the following rights with regard to the Said Commercial space/shop:

- a) ownership of the Built Up Area of the said Commercial space/shop.
- b) undivided proportionate interest in the Foot Print excluding the basement and still reserved for parking, services and storage, calculated in the ratio of the built up area of the said Commercial space/shop to the total built up area of all the commercial space/shops 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 Commercial space/shop and be a part of the said Commercial space/shop provided however that the proportion is subject to change and 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.
- c) 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 Commercial space/shop 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 Commercial space/shop. 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.
- d) 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 commercial space/shop owners, maintenance staff etc., without causing any inconvenience or hindrance/annoyance to them.
- e) 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 Commercial space/shop.
- f) 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
- g) Notwithstanding that a portion of the common area of the tower in which the said Commercial space/shop is located, has been considered for the purpose of calculating the super built up area of the said Commercial space/shop, only the said Commercial space/shop 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.

2.20a) I/We agree and understand that the said Commercial space/shop/Said Building/ Said Complex shall be subject to the provisions of the Act. The common areas and facilities and the undivided interest of each commercial space/shop 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

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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 Commercial space/shop, the common areas and facilities and the undivided proportionate interest in the footprint shall be limited and 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 Commercial space/shop 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 Commercial space/shop and parking space(s) due to any sale transaction or otherwise. I/We confirm to abide by and be bound by the amended declaration.

2.21 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 stilts 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 Commercial space/shop 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 Noida Authority / or any other competent authority(ies).

2.22 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.

2.23 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

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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 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.

- 2.24 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.
- 2.25 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 Commercial space/shop 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.
- 2.26a) 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 Noida Authority.

3. Time is the essence of provisional allotment

I/We agree that time is the essence with respect to payment of Total 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 commercial space/shop 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 Total 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 Commercial space/shop, 10% of the Total Sale Price of the said Commercial space/shop shall be treated as Earnest Money for the due fulfillment by me/us of the terms and conditions as contained

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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 43 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 Total Sale Price of the commercial space/shop, 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 commercial space/shop 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 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 3(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 disbursal 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 Commercial space/shop, 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.

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- (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 Commercial space/shop.

4. 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 RG Residency 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.

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.

5. 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 Commercial space/shop in any way and the Company shall issue the payment receipts in favour of the Allottee(s) only.

6. Adjustment/appropriation of payments

I/We authorize 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.

7. Amendment in Sanction & Modifications in Layout Plans and/or Building Plans on account of increase in FAR of the Project, change in Construction plan including Alteration /Modification in the Area & Specification in the Said Apartment/Commercial space/shop/ Tower/Complex.

- a) As per the prevailing building bye laws of the Noida Authority, The FAR (Floor area ratio) of RG Residency is 3.5 of the said plot area which comprises of fixed number of apartments and commercial space/shops in proportion to the population density i.e. 2100 P.P.H. further additional 0.5 FAR has been proposed by Noida 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 Noida Authority, 5% FAR for the green building is additionally permissible. Furthermore 10% of

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the total FAR is compoundable. Thereafter Noida Authority may further increase FAR of the said plot area. Whenever it will be offered for purchase by the Noida Authority, company may purchase said additional FAR. Accordingly the number of dwelling units (commercial space/shops) 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 commercial space/shop 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.
- 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 commercial space/shop 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 Commercial space/shop with the specific knowledge that the building plans, design, specifications, measurements, dimension, location and number of the said Commercial space/shop 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 Commercial space/shop 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 Commercial space/shop 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 commercial space/shop 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 commercial space/shop 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 Commercial space/shop is located, the Company shall comply with requirements under clause no. 7 (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 Commercial

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space/shop or where the Company is making any changes in any location/Tower other my/our Tower in which my commercial space/shop 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 7(a) to 7 (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 commercial space/shop with a simple annual interest @ 9% as per the procedure laid down in clause 3(e).

8. Increase/decrease in Total Sales price (TSP) of the Commercial space/shop

- a. I/We have seen and accepted the schedule of payments, tentative typical commercial space/shop 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 Commercial space/shop, change in the number of the said Commercial space/shop, change in the area and/or change in the dimension of the said Commercial space/shop 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 TSP of the commercial space/shop.
- 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 area and/or including as mentioned here above, resulting in increase/decrease of more than 10% in Total Sale Price (TSP) of the said Commercial space/shop 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 Commercial space/shop, 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 Total Sale Price of the Said Commercial space/shop 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

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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 Commercial space/shop and the Company shall be free to allot/sell/transfer the said commercial space/shop 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 3(e) here above.

9. a) **Schedule for completion of construction of the Said Commercial space/shop**

- 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 27.02.2011
 - Maps were revised on 5.03.2012
 - Lastly the revised maps were approved on 20.03.2014
- ii) The construction work in the Towers A, B, C, D, E, F, G, H, JK has completed and the part Occupancy Certificate has already been granted vide Letter, dated 09.09.2015.
- iii) 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 Total Sale Price and other amounts, charges and dues as mentioned in the Application/ Provisional Allotment Letter by the allottees., **the Company shall endeavor to complete the construction of the Tower P (comprising of club area and commercial space/shops) by 31st December, 2017, which may increase by 6 months.** Thereafter, the Company shall offer the possession of the said Shop/Commercial Space to me/us, subject to the terms and conditions of this application /Provisional Allotment Letter.
- iv) 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 of the commercial space/shop in that tower to me/us, 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 commercial space/shop as and when it will be offered to me/us and I/We shall not deny for taking possession on account of delay in issuance of completion certificate by the authority concerned 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.
- v) 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.
- vi) The amenities like Road, Electricity, Sewer and Water supply shall be provided by the Noida 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 Noida 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 Commercial space/shop is delayed due to Force Majeure conditions, then the Company shall be entitled to the extension of time for the delivery of

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possession of the Said Commercial space/shop. 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 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 Commercial space/shop/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.

10. 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

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- 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

Illustration: For Tower N

Assume in case the Actual Date of completion i.e Date of Application for Occupancy Certificate is	31.12.2020
Less : Date of completion of construction as mentioned above in Application	31.03.2020
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 (31.12.2020- 31.03.2020-6 months - NIL)	30.09.2020
Delay period = 31.12.2020 (-) 30.9.2020	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:-

- a) In case the delay period calculated as per provisions of above is up to 1 year than the company shall pay a penalty @ Rs. 15/-per sq. ft of built up area or the monthly rent prevailing in the adjoining areas, whichever is lower.
- b) Where the delay is more than one year but up to 2 years then instead of the penalty under clause 10(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.
- c) Where the delay is beyond a period of 24 months, then I/We shall be entitled to exercise the option to claim 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 @ 9% 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

- vi) 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 Commercial space/shop.
- vii) No Delay penalty shall be payable in case of Force Majeure conditions.
- viii) 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.

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- ix) 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.
- x) I/We agree that I/We shall have no other rights/claims whatsoever apart from any delay penalty stated herein above.

11. Procedure for taking possession

- a. The construction of the commercial space/shop shall be deemed to have completed once the Company applies for Occupancy Certificate of the concerned Tower where my/our commercial space/shop is located. I/We understand and agree that the concerned authority generally takes the time of 60-90 days for issuing the Occupancy Certificate, as applied i.e. partial / complete.
- 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 I/we shall be required to inspect my/our commercial space/shop and submit snag list for the fit-out of the commercial space/shop. After inspecting the commercial space/shop and submission of the snag list I/we shall make full and final payment and the company will start the fit out activities on my/our commercial space/shop.
- c. The process of fit-out of the commercial space/shop generally take a period of 20-30 days from the date of submission of the snag list. 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 20-30 days. On completion of the fit-out work, 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 Commercial space/shop.
- 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 commercial space/shop immediate after the receipt of Occupancy Certificate. Based upon my inspection, the Company shall be carrying out fit-out works of my/our commercial space/shop on priority basis and shall complete the same within 20-30 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 commercial space/shop, 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 Commercial space/shop 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 commercial space/shop is situated. I/We shall not raise any objection for the same.

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

- a. If I/We fail to take the possession of the Said Commercial space/shop as aforesaid within the time limit prescribed by the Company in its notice, then the Said Commercial space/shop 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 Commercial space/shop 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 Commercial space/shop 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

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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 Commercial space/shop/Said Tower/Said Complex.

- b. Any delay by me/us in taking the possession would attract liquidated damage @ Rs.5/- per sq. ft. per month of the built up area of the said Commercial space/shop for any delay of one month or any part thereof in taking possession of the said commercial space/shop 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.

13.a) Use of the Said Commercial space/shop

The commercial space/shop shall be used for the commercial purpose, the purpose which may or likely to cause public nuisance or not permissible under the law shall not be allowed. I/We shall not use the Said Commercial space/shop for any commercial or illegal or immoral purpose; or to cause anything to be done in or around the said Commercial space/shop which tends to cause interference to any adjacent plot(s)/commercial space/shop(s)/building(s). Any type of encroachment/construction in the entire complex including roads, lobbies, roof etc. shall not be allowed to the commercial space/shop's owners or associations of commercial space/shop'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 commercial space/shop, signboard, publicity or advertisement material outside the commercial space/shop or any where in the common areas shall not be permitted, except the area earmarked for such activities which will be specifically allotted to each individual allottee of commercial space/shop. Any type of change inside the commercial space/shop 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 commercial space/shop effecting the external walls and façade of the commercial space/shop. 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.

14. General compliance with respect to the Said Commercial space/shop

- a. I/We shall, after taking possession or after the expiry of fit-out period as stipulated in Clause 12, be

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solely responsible to maintain the Said Commercial space/shop 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 Commercial space/shop, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Commercial space/shop and keep the Said Commercial space/shop, 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 Commercial space/shop 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 Commercial space/shop, 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 commercial space/shop 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 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 commercial space/shops shall not have any right over the un-allotted parking spaces.

15. 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 Commercial space/shop 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 Commercial space/shop all the requirements, requisitions, demands and repairs which are required by any development authority/ NOIDA /government or any other competent authority in respect of the Said Commercial space/shop 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 NOIDA /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 commercial space/shop. The commercial space/shop shall be used for the residential purpose only.

16. 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.

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- 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 commercial space/shop within the Said Complex and I/We shall have no right to raise objection or make any claims on this account.

17. 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.

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.

- 18. I/We further agrees and undertakes that I/We shall after taking possession of the Said Commercial space/shop 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.

19. 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 Commercial space/shop 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 Commercial space/shop 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.

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

I/We agrees that no lien or encumbrance shall arise against the Said Commercial space/shop 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 Commercial space/shop or excuse me/us from making payment of the Total Sale Price and other charge, deposits, securities etc. of the Said Commercial space/shop 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 Commercial space/shop 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 Commercial space/shop shall be executed in our favour only on the Company receiving no objection certificate from such financial institutions/banks.

21. Company's charge on the Said Commercial space/shop

I/We agrees that the Company shall have the first charge/lien on the Said Commercial space/shop 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 Commercial space/shop to recover and receive the outstanding dues out of the sale proceeds thereof.

22. Purchase not dependent on financial contingency

I/We may obtain finance from any financial institution/bank or any other source but I/We obligation to purchase the Said Commercial space/shop pursuant to the provisional Allotment Letter is not to be contingent on me/us ability or competency to obtain such financing and I/We will remain bound under the provisional Allotment Letter whether or not I/We have been able to obtain financing for the purchase of the Said Commercial space/shop.

I/We agrees that in case I/We opt for a loan arrangement with any financial institutions/banks, for the purchase of the said Commercial space/shop, the sub-lease deed of the said Commercial space/shop in my/our favour shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/banks.

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.

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).

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- c) In order to effect the said assignment, I/We shall surrender the booking of the commercial space/shop 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 advise 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 commercial space/shop, the balance consideration after adjusting company dues as mentioned in clause 23 (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 23(g)(i), repayment of bank loan (if any) as mentioned in clause 23(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 8 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 commercial space/shop 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 3(e).

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 Commercial space/shop.

27. Application specific only to the Said Commercial space/shop

I/We agree that the provisions of this Application, Maintenance Agreement, and those contained in

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other annexures are specific and applicable to the Said Commercial space/shop 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 commercial space/shop(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 Commercial space/shop/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 Commercial space/shop, as the said obligations go along with the Said Commercial space/shop 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 commercial space/shop 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 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 3(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.

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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 commercial space/shops, to be constructed on the Said Land, the same shall be in proportion which the Built up Area of the Said Commercial space/shop bears to the total Built up area of all the commercial space/shop buildings, commercial space/shops, 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 Commercial space/shop. 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 Total Sale Price and other charges payable to the Company for the Said Commercial space/shop. 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 Commercial space/shop 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.

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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 commercial space/shop 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 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

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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 commercial space/shop. 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 43(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 Commercial space/shop.
- c) Failure to take possession of the Said Commercial space/shop 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 commercial space/shop owners/association of condominium, as the case may be.
- f) Failure, pursuant to a request by the Company, to become a member of the commercial space/shop owners association of the Said Complex or to pay subscription charges etc. as may be required by the Company or association of commercial space/shop 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.
- h) Sale/transfer/disposal of/dealing with, in any manner of the Parking Space(s) independent of the Said Commercial space/shop 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 commercial space/shop which cannot be transferred independent of the said commercial space/shop.

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- 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 Commercial space/shop 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 Commercial space/shop 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 4(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 commercial space/shops during the fit-out period.

45. Customer Queries/ Issues Redressal Mechanism

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

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.

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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

- a) 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 180 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.
- b) 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.
- c) I/We hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency, whether the Commercial space/shop is physically occupied by me/us or not. I/We further agree to make payment of monthly maintenance charges in respect of the said Commercial space/shop regularly on monthly basis as per bills raised by the Company/Maintenance Agency.
- d) 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,

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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.

- e) I/We have specifically agreed that the allotment of the Said Commercial space/shop 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 Commercial space/shop 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 Commercial space/shop, operation hours of various maintenance services, general compliances for occupants of the Said Commercial space/shop, 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.
- f) 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.

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- 47.1 a) 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.
- b) 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.
- c) I/We understand and agree that the maintenance services of my/our commercial space/shop shall be deemed to have commenced after 16-B days from the date of issue of Occupancy Certificate or from the date of taking the possession of the commercial space/shop, whichever is earlier.
- d) I/We hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency, whether the Commercial space/shop is physically occupied by me/us or not. I/We further agree to make payment of monthly maintenance charges in respect of the said Commercial space/shop regularly on monthly basis as per bills raised by the Company/Maintenance Agency.
- e) 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.

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- f) I/We have specifically agreed that the allotment of the Said Commercial space/shop 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 Commercial space/shop 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 Commercial space/shop, operation hours of various maintenance services, general compliances for occupants of the Said Commercial space/shop, 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.
- g) 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.

47.2 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 Commercial space/shop 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 Commercial space/shop/Said Tower/Said Complex.

47.3 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 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 calculated at the rate of Rs. 25/- per sq. ft. of the Built up Area of the said Commercial space/shop. 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 sum of Rs.25/Sq. ft. of the Built up Area of the Said Commercial space/shop, 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 his 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

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to adjust the shortfall from the sale proceeds of the Said Commercial space/shop 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 Commercial space/shop 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.

47.4 Right to enter the Said Commercial space/shop 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 Commercial space/shop 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 Commercial space/shop or the defects in the Said Commercial space/shop above or below the Said Commercial space/shop 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.

47.5 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/ Noida Authority for such purpose, to receive and distribute 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/ Noida Authority, failing which the same shall be treated as unpaid proportion of the Total Sale Price payable by me/us and the Sub-Lease of the Said Commercial space/shop 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 Commercial space/shop 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.

47.6 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

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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.

47.7 Insurance of the Said Commercial space/shop

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 Commercial space/shop 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 Commercial space/shop 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 samedelay or any other issue concerning the possession/construction of the said commercial space/shop, they shall be entitled to remedy only under clause 57 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
- (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;

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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.

This Application has been made by me/us at the Company's head office at New Delhi and only the Courts at Delhi/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.

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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ANNEXURE-I SPECIFICATION

COMMON AREAS

Flooring	Combination of Marble and/or Granite and/or Ceramic/Vitrified Tiles and/or Terrazo or red stone and/or any other stone/hard wearing flooring material or engineered marble.
Walls	Combination of Marble/Granite/Ceramic Tiles/other appropriate stones/ Cement plaster with suitable long lasting paints.
Toilets	Marble/Granite/other suitable stones/Ceramic/Vitrified Tiles on floors and walls in aesthetically pleasing patterns and colours.
Vertical Circulation	Lifts and Staircases for all levels.
Shop Front	Galvanized Iron/MS Shutter
Exterior	Combination of Granite or Marble or any other appropriate stone and/Exterior Paints/Show Windows/ aluminum composite panel/ aluminum glazing/structure glazing/curtain wall/show windows.
Power	100% Power back up for common areas and services.

COMMERCIAL UNITS

Flooring	Bear Concrete floor/IPS
Walls	Plain cement plaster on brick walls with white wash.
Power	One point for connecting the internal electrical system at 1KW per 100 Sq. Ft. of covered area.
Fire Protection	Sprinklers system as /NBC connected to the common system of the building in conformity to fire safety norms.

Disclaimer: Specifications and product names are merely Indicative to assess and gauge the optimum level of quality of product conceived by the Company, and are subject to change depending on the availability of other company's quality at par as decided by the Company or competent authority Marginal revisions may be necessary during constructions Subject to terms and conditions.

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**ANNEXURE-II
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.

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PART-D

Parking Space

- (i) Individual/Covered mechanical stack car parking in basements
- (ii) Open/Car Parking

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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RECEIVING OFFICER:

Name : _____
Signature : _____
Date : _____

1. Check-list:

- (a) Booking amount
- (b) Customer's signature on all pages of the Application Form.
- (c) PAN No. & Copy of PAN Card /Form 60 / Form 49A.
- (d) For Companies: Certified copies of memorandum & articles of association and board resolution in support of the authorized signatory under the common seal of the Company, Form 18 (incase of change in address).
- (e) For Foreign Nationals of Indian Origin: Foreign Inward Remittance from the account of The Applicant(s)/NRE/FCNRA/C of The Applicant /IPI-7/Passport Photocopy.
- (f) For NRI: Copy of Passport/Foreign Inward Remittance from the account of The Applicant(s)/NRE/NRO A/C of The Applicant.
- (g) For Partnership Firm: Partnership deed and authorization to purchase, duly certified
- (h) For HUF Firm List of all members and their authorization letter in favour of Karta to purchase.

2. DETAILS OF THE SAID APARTMENT

Commercial space/shop No.: _____ Block/Tower: _____
Floor: _____

Type of Commercial space/shop- _____

Built up Area: _____ sq. mtrs. (approx) _____ sq. fts (approx.)

Super Built up Area: _____ sq. mtrs. (approx) _____ sq. fts (approx.)

Type of Parking: Car Two Wheeler

No. of Parking Space(s) : One(1) / Two(2)

Parking Space(s) No: _____

(Parking is open parking)

3. DETAILS OF PRICING:

Basic Sale Price (BSP)	Rs. _____ /- (Rupees _____ only)
Discount (if any)	Rs. _____ /- (Rupees _____ only)
Net Basic Sale Price	Rs. _____ /- (Rupees _____ only)
Cost of Additional Parking Space(s) for car/two wheeler (if any)	Rs. _____ /- (Rupees _____ only)
Floor PLC as applicable (per sq. ft. of the built up area.)	Rs. _____ /- for _____ Floor aggregating to Rs. _____ /- (Rupees _____ only)
View PLC as applicable (per sq. ft. of the built up area.)	(a) Green facing Rs. _____ /- aggregating to Rs. _____ /- (Rupees _____ only) (b) Road Facing Rs. _____ aggregating to Rs. _____ /- (Rupees _____ only)
Total PLC	Rs. _____ /- (Rupees _____ only)
Lawn Area (if any)	Rs. _____ /- (Rupees _____ only)
Open Terrace Area (if any)	Rs. _____ /- (Rupees _____ only)
Total Sale Price	Rs. _____ /- (Rupees _____ only)
EARNEST MONEY(10% of the Total Sale Price)	Rs. _____ /- (Rupees _____ only)
*Taxes like VAT, Service Tax etc. as applicable will be charged extra.	

4. PAYMENT PLAN OPTION

Please indicate your payment option ()

- (a) Construction Link Payment Plan (CLP)
- (b) Flexi Payment Plan (Flexi)

5. INTEREST BEARING MAINTENANCE SECURITY (IBMS)

(The Interest Bearing Maintenance Security shall be payable by the Applicant at the time of possessions of the said Commercial space/shop)

- (a) Built up area of the Commercial space/shop applied for _____ sq. fts. (_____ sq. mtrs.)
- (b) Rate : Rs.25/- (Rs. Twenty Five Only) per sq. ft. of Built up area.
- (c) Total amount payable towards interest bearing maintenance security i.e. (Built Up Area × Rate)
Rs. _____
(Rupees _____)

6. MAINTENANCE ADVANCE

(The Maintenance advance (for two years) shall be payable by The Applicant at the time of possessions of the said Commercial space/shop)

(a) Built up area of the Commercial space/shop applied for _____sq. fts. (_____sq. mtrs.)

(b) Rate : Rs.10.00/- per sq. ft. (or Rs.107.65/- per sq. mtr.) of Built Up Area per month.

(c) Total amount payable towards Maintenance Advance i.e. (Built Up Area × 24 × Rate)=

Rs. _____

(Rupees _____)

(d) Service Tax (as applicable).

(e) Total Payable Amount : Amount as per (c) above + Service Tax (as applicable).

7. CLUB MEMBERSHIP FEE

(The Social Club Membership Fee along with subscription charges for the first one year and service Tax as applicable thereon shall be payable by the Applicant at the time of possessions of the said Commercial space/shop).

(a) Membership Fee : NIL

(b) 1st Year Subscription Charges : Rs.25,000/-

TOTAL : Rs.25,000/-

Service Tax : As applicable

Total Payable Amount : Rs.25,000 + Service Tax (As applicable)

8 OTHER CHARGES:

A. WATER & SEWER CONNECTION CHARGES: 12,357/-

B. Security Deposit for electricity @ Rs. 1,334/- per KVA: Rs.

C. FTTH (fibre to home) charges : Rs. 5,500/-

D. Security Deposit for PNG Connection from IGL : Rs. 6,000/-

(Note: The charges mentioned in the above point No. 10 are as per current prevailing rates and the same shall be subject to change depending on the rates prevailing at the time of offering possession.)

9. BOOKING: DIRECT/THROUGH SALES ORGANISER (BROKER).

Broker's Name, Address & Seal with

Signature: _____

10. Payment received vide Cheque/DD/Pay Order No. _____ dated. _____ for Rs. _____ out of NRE/NRO/FC/SB/CUR/CAAacct _____

11. Any Other Conditions (If Any) : _____

13. Provisional booking receipt no. _____ dated _____

14. *Availability as per Inventory YES /NO

ACCEPTED / REJECTED

For Rajesh Projects (India) Pvt. Ltd.

(Authorised Signatory)

Date _____

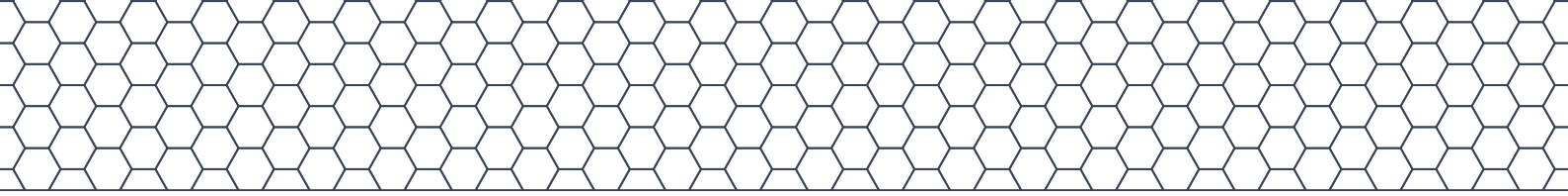
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