

Let's  
**Simplify**  
owning a home.

**APPLICATION FOR ALLOTMENT OF  
RESIDENTIAL APARTMENT IN  
RG LUXURY HOMES**

Plot No. GH-07(A), Sector-16B, GREATER NOIDA (UP)

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

Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Apartment No. : \_\_\_\_\_

Apartment Type : \_\_\_\_\_

Sec-16B, Greater Noida (Noida Extn.)

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

Sub : **Booking of Apartment in the Residential Project “RG Luxury Homes” at Plot No. GH-07A, Sector-16B, Greater Noida.**

Dear Sir(s),

Please find enclosed herewith the following documents towards the booking of apartment(s) in the said Residential Project :-

1. Application for Provisional Allotment of Apartment No. \_\_\_\_\_ in Tower \_\_\_\_\_
2. Undertaking.
3. Cheque bearing No. \_\_\_\_\_ Dated \_\_\_\_\_ of Rs. \_\_\_\_\_ /-  
(Rupees \_\_\_\_\_)  
Drawn at \_\_\_\_\_
4. A. Copy of ID Proof   
B. Copy of PAN Card

Thanking You,  
Yours Truly,

Signature of the receiving officer _____
Name of the receiving officer _____
Date _____
Time _____

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

To  
Rajesh Projects (India) 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 of an apartment No. \_\_\_\_\_, in Tower \_\_\_\_\_ (hereinafter referred to as "the said Apartments") in the Group Housing Project "RG Luxury Homes" at GH-07A, Sector-16B, Greater Noida, UP, of Rajesh Projects (India) 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 the Application Form, I/we clearly understand as under :

- a. I/we have to deposit an amount of 10% of the total sale price of the apartment (including registration amount already paid) within 7 days from today, failing which my/our registration amount would be forfeited by the Company and the booking would not be confirmed.
- b. I/we would be entitled to receive the allotment letter only after the deposit of 10% of the total sale price of the apartment
- c. I/we would be entitled to receive the apartment buyer agreement only after the deposit of 25% of the total sale price of the apartment.
- d. The initial payment due upto 25% of the total sale price of the apartment would be deposited by me/us from my/our own sources.
- e. (i) Thereafter, in case I/we decide to deposit the balance sale price 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 project bankable to enable me/us to get the housing loan sanctioned for the payment of further installments due as per the payment plan opted by me/us.
- f. I/we clearly understand that the Company's responsibility would be only up to making the project bankable. It would be entirely my/our responsibility to get the housing loan sanctioned in my/our favor, within 15 days from the date from which the said project becomes bankable, I/we shall pay the due installment on time.

Thanking you,  
Yours Truly,

\_\_\_\_\_

## RG LUXURY

Application for Allotment of Residential Apartment in  
"RG Luxury Homes" at Plot No. GH-07(A), Sector-16B, Greater Noida (UP)

### M/S. Rajesh Projects (India) Pvt. Ltd.

Regd. Off. : 501, RG Trade Tower,  
Plot No. B-7, Netaji Subhash Place,  
Pitampura, Delhi-110 034

Dear Sir(s),

I/We (hereinafter referred to as "the Applicant") understand that M/S Rajesh Projects (India) Pvt. Ltd. (hereinafter referred to as "the Company") is developing and constructing a Group Housing Project under the name and style of "RG Luxury Homes" situated at Plot No. GH-07(A), Sector-16B, Greater Noida, comprising of multistoried residential buildings (hereinafter referred to as "the said Complex").

The Applicant request that he may be provisionally allotted a Residential Apartment in the said Complex, under the Payment Plan mentioned below:

- (a) Construction Link Payment Plan (CLP)
- (b) Down Payment Plan (DP)

The Applicant has read and understood the terms and conditions of this application, stated herein after and is/are agreeable to the same.

The Applicant remit herewith a sum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ Only)  
by Bank Draft/Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on  
\_\_\_\_\_ in favour of "**Rajesh Projects (India) Pvt. Ltd.**".

In the event, The Company agrees to provisionally allot an apartment, I/we agree to pay further installments of total sale price (hereinafter defined) 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 me/us which shall form part of the Apartment Buyer Agreement (hereinafter referred to as "the Agreement") that shall be executed by me/us and the Company on the company's standard format.

The Applicant has clearly understood that by submitting this application, he/she does not become entitled to the provisional and/or final allotment of the said apartment in the said Complex, notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. The Applicant further understands that it is only after issuance of the provisional allotment letter by the Company, and after signing and execution of the Agreement and agreeing by him to abide by the terms and conditions laid down therein, the allotment shall become final and binding upon the Company. The Agreement shall be despatched for execution only after receipt of 25% of the total sale price of the said Apartment. In case, the Applicant fails to execute and return the Agreement within thirty (30) days from the date of dispatch thereof by the Company, then the Company shall have its sole discretion to treat this application as cancelled and on such cancellation the earnest money (hereinafter defined) paid by the Applicant shall stand forfeited and in such case the Company shall be free to allot/sell/transfer the said Apartment to any third party. The company shall have the option at its sole discretion to either accept or reject the signed Agreement within 30 days after receiving the Agreement from the Applicant. If the company decides not to execute 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

Agreement, then the Company shall refund the money along with 6% simple interest after deducting brokerage/ commission charges etc. The Applicant specifically states that he has seen and read the contents of the Agreement and give his specific consent for the same and he hereby agrees to the terms and conditions as mentioned in the Agreement.

The Applicant is aware that the plans of the said Residential project/Complex are not sanctioned yet by the sanctioning Authority. The Applicant understands that if for any reasons, including the non-sanction of the building plans, the Company is not in a position to finally allot the said Apartment within a period of 12 (Twelve) months from the date of this application, the Company shall refund the amount deposited by the Applicant with simple interest @ 6% 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 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 him and that he is fully satisfied in this regard. The Applicant has relied on his/her own judgment and investigation in deciding to apply for purchase of the said Apartment and had not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Company, or any selling agents/brokers or otherwise, including but not limited to any representations relating to the description or physical condition of the said Complex/said Apartment. No 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.

Notwithstanding anything contained herein, the Applicant understands that the Application will be considered as valid and proper only after realization of the amount tendered with this Application.

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 Agreement.

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your  
photograph  
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First Applicant

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Second Applicant

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Third Applicant

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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 SAID APARTMENT

Apartment No.: \_\_\_\_\_ Block/Tower: \_\_\_\_\_ Floor: \_\_\_\_\_

Type of Apartment- 1BHK /2BHK /3BHK /4BHK \_\_\_\_\_

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: \_\_\_\_\_

Type of Parking Space(s): (i) Covered (Basement /Podium)

(ii) Open parking

(iii) Back to back parking

(Basement /Podium) for two slots

#### 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 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)
Total Sale Price	Rs. _____/- (Rupees _____ only)
EARNEST MONEY(10% of the Total Sale Price)	Rs. _____/- (Rupees _____ only)
*Taxes like 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) Down Payment Plan (DP)

### 7. INTEREST BEARING MAINTENANCE SECURITY (IBMS)

(The Interest Bearing Maintenance Security shall be payable by the Applicant before the occupation of the said Apartment)

- (a) Built up area of the Apartment 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 shall be payable by the Applicant before the occupation of the said Apartment)

- (a) Built up area of the Apartment applied for \_\_\_\_\_ sq. fts. (\_\_\_\_\_ sq. mtrs.)
- (b) Rate : Rs.1.50/- per sq. ft. (or Rs.16/-per sq. mtr.) of Built Up Area per month.
- (c) Total amount payable towards Maintenance Advance i.e. (Built Up Area × 12 × Rate)= Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_)

### 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 before occupation of the said Apartment).

- (a) Membership Fee : NIL
- (b) 1st Year Subscription Charges : Rs.10,000/-
- TOTAL : Rs.10,000/-
- Service Tax : Rs. 1,030/- (as applicable, presently 10.30%)
- Total Payable Amount : Rs.11,030/-

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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. **DUAL ELECTRICITY METER CHARGES** : Rs. 25,000/-  
(Dual Electricity Meter Charges shall be payable by the Applicant before the occupation of the said Apartment.)

11. **BOOKING: DIRECT/THROUGH SALES ORGANISER (BROKER).**  
Broker's Name, Address & Seal with  
Signature: \_\_\_\_\_  
\_\_\_\_\_

12. **MODE OF PAYMENT** : All or any payment shall be paid to the company through account payee Cheque/Bank Draft only in favour of **Rajesh Projects (India) Pvt. Ltd.** payable at Delhi/New Delhi/NCR and outstation cheque shall not be accepted.  
Further, No employee of the company is authorized to receive any payment in cash and issue the receipt thereof. In case the applicant is making any payment in cash to the company through any employee 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 CONDITION(IF ANY):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DECLARATION:**

The Applicant does hereby declare that this Application is irrevocable and that the above particulars/information given by the Applicant is true and correct nothing has been concealed there from. If it is detected that the information given by the Applicant(s) is incorrect or there is a misrepresentation and concealment of facts, then the provisional Allotment of the Apartment shall be cancelled and in that event earnest money shall be forfeited.

Yours faithfully

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First Applicant      Second Applicant      Third Applicant      Fourth Applicant

Date of Application: \_\_\_\_\_

**INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF AN APARTMENT IN THE RESIDENTIAL PROJECT “RG LUXURY HOMES” AT PLOT NO. GH-07(A), SECTOR-16B, GREATER NOIDA (UP)**

The terms and conditions given below are merely indicative and are more comprehensively set out in the Agreement which upon execution shall prevail. The Applicant shall sign all the pages of this application in token of his/her/their 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.

**“Application”** means whole of this Application Form including all annexure, schedules, terms and conditions for provisional allotment of the Apartment in the said Complex.

**“Applicant(s)”** mean the Applicant(s) applying for the Provisional Allotment of the Apartment whose particulars are set out in this application and who have appended their signatures and as acknowledgment of having agreed to the terms and conditions of this application.

**“Company”** means M/s Rajesh Projects (India) Pvt. Ltd., duly incorporated under the Companies Act, 1956 and having its registered office at 501, RG Trade Tower, Plot No. B-7, Netaji Subhash Place, Pitampura, Delhi-110034, and includes its affiliates, sister concerns, subsidiary(ies), associate(s) and holding company.

**“Parties”** shall mean the Company and the Applicant and “Party” shall refer to anyone of them.

**“Third Party”** means the Person other than the Applicant or the Company

**“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.

**“Representatives”** shall include the directors, officers, employees, agents, consultants, advisors, or other representatives, including legal counsel, accountants and financial advisors of such person and also includes the representatives of any person.

**“Allottee”** means the Applicant(s) who has/have applied for Provisional Allotment of an apartment/unit and has agreed to abide by these Standard Terms and Conditions and has been provisionally allotted the said Apartment by the Company in the said Complex. The term “Allottee” shall, unless it be repugnant to the context or meaning thereof, be construed to mean and include his/their representatives, successors, executors and permitted assigns.

**“Plan”** means the plan for construction and development of the said Complex as approved by the appropriate Government Authority/ Greater Noida Authority, the layout plan, building plan and the location plan of the said Complex.

**“Said Land”** means the land admeasuring 75000 Sq. Mtrs. (approx), situated at Plot No. GH-07(A), Sector -16 B, Greater Noida, UP.

**“Said Complex”** means the Complex to be developed on the land admeasuring 75000 Sq. Mtrs. under the name and style of “RG Luxury Homes” as per the building plans approved by the competent authority, comprising of residential apartments, buildings/towers, club house, convenient shopping centres etc.

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

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

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First Applicant

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Second Applicant

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Third Applicant

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Fourth Applicant

**“Foot Print”** means the precise land underneath the said Building.

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

**“Common Areas & Facilities”** mean such common areas and facilities within the said Complex earmarked use of all apartment's allottees.

**“Parking Space(s)”** mean(s) Car/Two Wheeler parking space(s) in the basement/podium/ open space(s) provisionally allotted to the Applicant(s), details of which are mentioned above in the Application.

**“PLC”** mean charges for the preferential location of the said Apartment payable/as applicable to be calculated on the per sq. ft. basis of built up area of the said Apartment, as mentioned in the details of pricing item No. 4 of this Application hereinabove.

**“Additional PLC”** mean the charges payable in addition to the PLC for the said Apartment being additionally preferentially located, calculated on per sq. feet basis of the built up area of the said Apartment.

**“Development Charges (DC)”** mean the charges levied, leviable on the development of the said Complex, (if any), by the Greater Noida Authority 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.

**“Infrastructure Development Charges (IDC)”** mean the charges, by whatever name called, levied or leviable, now or in the future, by any person or Greater Noida Authority 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.

**“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, in connection with the development /construction of the said Complex.

**“Total Sale Price”** means the amount amongst other payable for the said Apartment which includes basic sale price, PLC and additional PLC (if the said Apartment is preferentially located), calculated on as per sq. feet basis of the built up area of the said Apartment and additional charges (if applicable) like additional Car/Two Wheeler parking or additional power back up if opted by the Applicant, 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 rates tax on land, fees or levies of all and any kinds by whatever name called on the Said Complex.
- b) IBMS.
- c) Maintenance charges, Property Tax, Municipal tax on the said apartment.
- d) Stamp Duty, registration and incidental charges as well as expenses for the execution of The Agreement and conveyance deed etc, which shall be borne and paid by The Applicant.
- 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 the Applicant.
- i) Any other charges that may be payable by the Applicant 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 the Applicant in accordance with the terms and conditions of the Application / Agreement and as per the demand raised by the Company from time to time.

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

**“Earnest Money”** means 10% of the Total Sale Price of the said Apartment payable by the Applicant.

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

**“Maintenance Agreement”** means the Maintenance agreement to be executed by the Applicant with the Maintenance Agency and the Company.

**“Maintenance Charges”** shall mean the charges payable by the Allottee to the Maintenance Agency (in accordance with the demand raised by the maintenance agency for the maintenance and upkeep of the said complex including common areas and facilities) but does not include; (a) the charges for actual consumption of utilities in the said Apartment including electricity, water, which shall be charged on the basis of actual consumption on monthly basis or such other periods as may be specified by the maintenance agency and (b) any statutory payments, taxes etc, with regard to the said Apartment/ said Tower/ said Complex. The details of maintenance charges shall be more elaborately described in the Maintenance Agreement.

**“IBMS”** means the Security to be paid by the Applicant for the maintenance and upkeep of the said Complex/said Building/said Apartment to be paid as per the payment plan to the Company or to the Maintenance Agency @ Rs. 25/- per Sq. Ft. of the built up area of the said Apartment. 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.

**“Provisional Allotment”** shall mean the provisional allotment of the Said Apartment to the Applicant, pursuant to his application to the Company and agreeing to abide by the Standard Terms & Conditions.

**“Provisional Allotment Letter”** A Provisional Allotment letter which may be issued by the Company to the Applicant upon making a request for provisional allotment of a residential apartment and agreeing to abide by the standard terms & conditions.

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

**“Agreement”** means the Apartment Buyer Agreement to be executed by the Applicant(s) and the Company on the Company’s standard format.

**“Indenture of Conveyance”** means the detailed terms of the transfer of the said Apartment which shall be based on the definitive legal document subject to and to the extent permitted by the applicable laws and the terms of the lease of the said plot, for the transfer of the Apartment (hereinafter referred to as “Indenture of Conveyance”) and shall include the entire understanding between the parties relating to the conveyance of the said Apartment to the Applicant. The Applicant shall have no right, title or interest whatsoever on the said Apartment either during its construction or after its completion till the execution of indenture of conveyance by the Company in favour of the Applicant. Provided that the Indenture of Conveyance shall be executed only after 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

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 Apartment in all respects and subject to the Applicant complying with all the provisions hereof. Provided further that the indenture of conveyance shall be executed only when the said Apartment would be in a deliverable state after incorporating the alterations (as defined herein) if any.

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

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

**“Act”** means the Uttar Pradesh Ownership of Flats Act, 1975 and the Uttar Pradesh (Regulations of Building Operations) Act, 1958 or any other rules, statutory enactments, amendments or modifications thereof.

**“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.

**“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.

**“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 Agreement, 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 this Application and/or the Agreement;
- (g) any legislation, order or rule or regulation made or issued by the Government or any authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Complex/said Building or if any matters or issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before any court or for any reason whatsoever;
- (h) any event or circumstances analogous to the foregoing.

### **Certain Rules of Interpretation**

With respect to the provision 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.

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- (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.
1. The Applicant has applied for provisional allotment of the said Apartment and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development/construction of the said Apartment/said Building/said Complex and has also satisfied himself about the arrangements/ title/interest/rights of Company on the land on which the said Apartment/said Building/said Complex is being developed/constructed and has understood all limitations or obligations of the Company in respect thereof. The Applicant confirms that no further investigation in this regard is required by the Applicant. The Applicant confirms that this Application is irrevocable and cannot be withdrawn.
  2. The Applicant shall pay the Total Sale Price of the said Apartment in accordance with the payment plan opted by the Applicant and in addition the Applicant shall also be liable to pay all other amounts, charges and dues mentioned in this Application and/or the Agreement in accordance with the demand raised by the Company from time to time. The Applicant agrees and understands that the Total Sale Price of the said Apartment and other charges are calculated on the basis of the built up area of the said Apartment 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 the Applicant that the definition of super built up area and built up area of the apartment shall be more clearly defined in the Agreement and the Applicant affirms to be bound by the same.  
If the variation in the Built Up Area of the apartment is within  $\pm 1\%$ , the total sale price will remain the same. But if there is variation of more than  $\pm 1\%$  in Built Up Area of the said apartment, total sale price and other charges will be adjusted accordingly.
  3. Subject to the other terms and conditions of this Application and/or the Agreement, on and after the payment of the Total Sale Price and other charges and dues as per the Application/Agreement and upon execution of sub- lease deed of the apartment in favour of the applicant after the completion of construction of apartment, the Applicant shall have the, (i) ownership of the built up area of the said Apartment, (ii) undivided interest and the right to use common area and facilities along with the other apartment owners, (iii) right to exclusive use of the parking space(s) allotted and (iv) undivided proportionate interest in the Footprint of the said Building area calculated in the ratio of super built up area of the said Apartment to the total super built up area of all the apartments in the said building in which the said Apartment may be located. (Although the Applicant shall not be making any payment towards the land/Footprint.)

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**4. CONVEYANCE OF THE SAID APARTMENT**

- 4.1 Upon execution of the indenture of conveyance after completion of the construction, subject to and to the extent permitted by the applicable laws and the terms of the Lease Deed, The Applicant shall acquire the said Apartment on sub-lease basis for the consideration along with the undivided, indivisible and impartible proportionate interest (herein after referred to as “interest in Land”) in the leasehold land underneath the building (as demarcated in plan) in which the said Apartment may be located in proportion to the ratio of the Super area of the said Apartment to the aggregate super area of all the residential units in the building in which the said Apartment is located (hereinafter referred to as “the proportion”).
- 4.2 The interest in land shall not be alienable / transferable separately and shall always remain attached to the said Apartment and be a part of the said Apartment provided however that the proportion in 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.
- 4.3 For the sake of clarity it is stated that nothing herein shall be construed to give the Applicant 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.
- 4.4 Notwithstanding that a portion of the common area has been considered for the purpose of calculating the super built up area of the said Apartment. Only the said Apartment shall be provisionally allotted to the Applicant on the terms contained herein and the Applicant shall not have any interest, right or title in the reserved car/two wheeler parking slots, except allotted to him (if any) and the common area in any manner whatsoever except the right of user as provided herein.
- 5. The Applicant agrees that the Applicant shall not have any right in any commercial, building, shops, convenient shopping centre, school, if any, constructed in the said complex. The Company shall be free to dispose off the same on such terms and conditions, as it may deem fit. The Applicant 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 Govt., Semi-Govt, 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.
- 6. The Applicant confirms and represents that the Total Sale Price and other charges and dues mentioned in the Application and/or the Agreement do not include any payment whatsoever for any lands, buildings, common areas, facilities and amenities falling outside the said Apartment and that the Company has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever that the Applicant shall have any right, title or interest of any kind whatsoever in any land, common areas and facilities and amenities falling outside the said Building. The Applicant understands and confirms that the Company may carry extensive developmental/construction activities for many years (maximum 9 yrs) in future in the entire area falling outside the said Building in which the said Apartment may be located and the Applicant shall not have any right to object or make any claims of defaults in any payment as demanded by the Company

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on account of inconvenience, if any, which may be suffered by the Applicant that all rights including the ownership thereof of land(s), facilities and amenities outside the said building, shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favor 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, any other authority, body, any person, institution, trust and/or any local body(ies) which the Company may deem fit at its sole discretion.

7. The Applicant agrees and understands that the said Apartment /said Building/said Complex shall be subject to the Act. The common areas and facilities and the undivided interest of each apartment owner in the footprint of the said building as decided by the Company or as specified by the Company in any declaration (which may be filed by the Company in compliance of the Act) shall be conclusive and binding upon the Applicant. The Applicant agrees and confirms that the Applicant's right, title and interest in the said Apartment, common areas and facilities and the undivided proportionate interest in the foot print shall be limited to and governed by what may be decided or specified by the Company in such declaration. The Applicant shall be required to join the society/association of the owners of the apartments and the Applicant agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.
8. The Applicant agrees that the Company may in its sole discretion and for the purpose of complying with the provisions of the Act or any other applicable laws substitute the method of calculating the undivided proportionate interest in the Footprint of the said Building and in the common areas and facilities in any declaration with respect to the said Apartment.
9. The Applicant agrees and understands that in addition to the Total Sale Price, the Applicant shall be liable to pay all taxes, which shall be charged and paid as follows:
  - a) A sum equivalent to the proportionate share of taxes shall be paid by the Applicant to The Company. The proportionate share shall be the ratio of the built up area of the said Apartment to the total built up area of all the apartments, other building, shops, club etc. in the said Complex.
  - b) The Company shall periodically intimate the Applicant 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 the Applicant and the Applicant shall make payment of such amount within 30 (thirty) days of such intimation.
10. The Applicant agrees that if due to any change in the lay-out plan/building plan of the said Complex/said Building/said Apartment:-
  - a) The said Apartment ceases to be preferentially located then only the amount of PLC, paid by the Applicant shall be refunded without any interest and such refund shall be made/adjusted in the last installment as stated in the payment plan as opted by the Applicant.
  - b) The said Apartment becomes preferentially located, if at the time of the Application it was not preferentially located, the Applicant shall pay PLC of the Apartment to the Company as applicable and as demanded by the Company.
  - c) The said Apartment becomes additionally preferentially located, the Applicant shall pay Additional PLC to the Company as applicable and in the manner as demanded by the Company.

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The Applicant understands that in case of change in the location of the said Apartment due to change in the layout plan/building plan of the said Complex/said Building/said Apartment or otherwise, The Applicant shall have no other right or claim except as mentioned hereinabove.

11. The Total Sale Price mentioned in the Application is inclusive of cost of providing electric wiring and switches in said Apartment and the fire fighting equipment in the common areas only as provided in the existing Fire Fighting Code/Regulations and as contained in the National Building Code, 2005 and facility for power back-up at a load factor of 70% and an overall diversity of 65% as hereunder :
- a) For Apartments whose Built up area not exceeding 600 Sq. Ft., 1 KVA per apartment.
  - b) For Apartments whose Built up area not exceeding 1100 Sq. Ft., 2 KVA per apartment.
  - c) For Apartments whose Built up area not exceeding 1500 Sq. Ft., 3 KVA per apartment.
  - d) For Apartments whose Built up area not exceeding 2000 Sq. Ft., 4 KVA per apartment.
  - e) For Apartments whose Built up area exceeds 2000 Sq. Ft., 5 KVA per apartment.

However, the Total Sale Price does not include the cost of electric fittings, fixtures, electric and water meter etc., which shall be installed by the Applicant at his own cost as well as the charges for water and electricity connection and consumption shall be paid by the Applicant. 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 the Applicant agrees to pay the additional expenditure incurred thereon on a pro-rata basis along with other Applicants as determined by the Company in its absolute discretion.

12. The Applicant agrees that the Company or its subsidiaries/affiliates may at their sole discretion and subject to such Government approvals as may be necessary, enter into an arrangement of generating and/or supplying power to the various projects within or outside the said Complex/said building in which the said Apartment may be located. In such an eventuality the Applicant fully concurs and confirms that the Applicant shall have no objection to such arrangement for generating and/or supply of power but also gives complete consent to such an arrangement including it being an exclusive source of power supply to the said Complex or to the said Apartment directly and has noted the possibility of its being to the exclusion of power supply from Paschimanchal Vidhyut Vitran Nigam Ltd. (PVVNL)/NPCL/UPPCL/State Electricity Boards (SEBs) any other source. The Applicant further agrees that this arrangement could be provided by the Company or its agents directly or through the respective association of Apartment owners. It is further agreed by the Applicant that the Company or its subsidiaries/affiliates shall have the sole 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 subsidiaries/affiliates in their sole discretion from time to time. It is also understood that the said equipment /plant may be located any where in or around within or near the said Complex.

It is further agreed and confirmed by the Applicant that the Company or its subsidiaries/affiliates shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed from time to time by the Company which may or may not be limited to the rate charged by the Paschimanchal Vidhyut Vitran Nigam Ltd. (PVVNL)/NPCL/UPPCL/State Electricity Boards(SEBs). The Applicant agrees and confirms that he shall pay the amount based on the tariff to the Company or its subsidiaries/affiliates directly or through the association of owners respectively for

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consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Company or its subsidiaries/affiliates. The Applicant confirms and understands that such power generating and/or supplying equipment may during its operation cause inconvenience to the Applicant and the Applicant shall have no objection to the same. The Applicant shall be liable to pay the consumption charges. The Applicant shall not have a right to raise any dispute which regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the period of the Applicant ownership of the said Apartment. This clause shall survive the conveyance of the Apartment or any subsequent sale/resale or conveyancing thereof.

13. The Applicant understands that the parking space(s) allotted to the Applicant shall be an integral part of the said Apartment which cannot be sold/dealt with independent of the said Apartment. The Applicant may apply for additional parking space(s) which may be allotted subject to availability and at the prevailing price. All clauses of this Application and the Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the parking space(s) so allotted, wherever applicable. The Applicant agrees that the parking space(s) allotted to the Applicant shall not form as part of common areas of the said building/said Complex for the purpose of the declaration which may be filed by the Company under the Act.
14. The Applicant agrees that time is the essence in respect of all payments to be made by the Applicant including the Total Sale Price and all other amounts, charges and dues, as mentioned in this Application and/or the Agreement.
15. The Applicant has seen and accepted the plans and has applied for the provisional allotment of the said Apartment with the specific knowledge that the building plans, design, specifications, measurements, dimension, location and number of the said Apartment and/or the said building, floors plans and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Company and may also change due to changes/modification required by the competent authority. The Applicant is fully aware that the plans are not yet sanctioned by the competent authority(ies). The Applicant hereby agrees that the Company is fully entitled to increase/change in the number of floors or the location of the said Apartment in any of the buildings and/or the height of the said building and the Applicant shall have no right to object to the same.

However, in case of any major alteration/modification resulting in more than 10% change in the Total Sale Price of the said Apartment or material change in the specifications of the said Apartment any time prior to and / or upon the grant of occupation certificate by the Company's architect or by the competent authority, the Applicant will be informed in writing by the Company of such change and the difference in price of the said Apartment to be paid by him or refunded to him by the Company as the case may be. The Applicant agrees to inform the Company in writing his objections, if any, to the changes within thirty(30) days from the date of such notice failing which the Applicant shall be deemed to have given his consent to all the alterations/modifications. If the Applicant objects to such change in writing, within the permitted time and the Company decides to go ahead with changes, then the provisional allotment shall be deemed to be cancelled and the Company's only liability will be to refund the entire money received from the Applicant along with

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simple interest @ 6% per annum only and the Applicant agrees that the Applicant shall have no other claim or right to raise any claim or dispute of any nature whatsoever and the Company shall be free to deal with/dispose off the said Apartment in any manner in which it may deem fit.

The Applicant agrees that any increase or decrease in the total sale price due to any change in the built up area of the said Apartment shall be payable by and/or refundable to the applicant (without any interest) and such payment or refund shall be at the rate on which such areas were sold/charged.

16. The Applicant agrees and understands that in case the Company is able to get additional FAR, the Company shall have the sole right to utilize the additional FAR in the manner it may deem fit including but not limited to by making addition to the said Building or making additional buildings in and around the land of the said Building 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. The Applicant acknowledges that the Applicant has not made any payment towards the additional FAR and shall have no right to object to any of such construction activities carried on the said building/said Complex.
17. The Applicant agrees and undertakes to pay all type of taxes including municipal tax, property taxes, wealth tax, fees or levies of all and any kind by whatever name called whether levied or leviable now or in future by the Government/ municipal authority or any other governmental authority on the said Complex/said building/said Apartment or land appurtenant thereto as the case may be as assessable or applicable from the date of the Application for provisional allotment of the said Apartment. The Applicant shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Applicant till the said Apartment is assessed separately.
18. The Applicant is not required to pay the Club Membership fees but the Applicant agrees to pay annual club charges for the club facilities, the amount shall be paid as and when demanded by the Company. The actual usage charges will be payable as per the usages and service availed by the Applicant and the Applicant will be required to sign the necessary documents for membership of the club, which shall contain the detailed terms and conditions.
19. The Applicant agrees 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 Agreement and in case of termination, The Applicant shall be entitled to refund of the amounts deposited by the Applicant, without any interest or compensation whatsoever, provided the Applicant is not in breach of any of terms of this Application and/ or the Agreement.
20. Subject to other terms of this Application 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/Agreement, the Company shall endeavor to complete the construction of the said apartments within 36 Months from the date of application or by 31<sup>st</sup> December 2013 whichever is later,

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which may vary by + 3 months. Thereafter the Company shall offer the possession of the said Apartment to the Applicant, subject to the terms and conditions of the Application/Agreement. In case of delay (except for Force Majeure conditions) by the Company in completion of the construction of the said Apartment, the Company shall pay compensation @ Rs.10/- per sq. ft. per month of the built up area of the said Apartment to the Applicant, which both parties agree is a just and equitable estimate of the damages that the Applicant may suffer and the Applicant agrees that it shall have no other rights/claims whatsoever, provided the Applicant is not in breach of any of the terms of this Application and/ or the Agreement. The adjustment of such compensation shall be done at the time of execution of sub-lease deed.

Any delay by the Applicant in taking the possession would attract charges @ Rs.5/- per sq. ft. per month of the built up area of the said Apartment for any delay of one month or any part thereof.

21. The Applicant agrees and understands that in order to provide necessary maintenance services, the maintenance of the said Complex/said Building may be handed over to the Maintenance Agency. The Applicant agrees to enter into a maintenance agreement with the Company or the Maintenance Agency appointed by the Company for the maintenance and upkeep of the said Complex (including common areas & facilities) and undertakes 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 the date of grant of occupation certificate/expiry of 30 days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not by the Applicant. The Applicant shall pay the IBMS at the time of offer of possession or as and when demanded by the Company for securing the maintenance charges payable for the maintenance and upkeep of the said Complex and also include any further increase in such charges.
22. The Applicant shall be liable to pay all fees, duties, expenses, costs etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the Agreement/conveyance deed of the said Apartment, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company. In case, the Applicant fails to deposit such amounts demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment of the said apartment and forfeit the Earnest Money and refund the balance amount, if any, after deducting the non refundable amount to the Applicant, without any interest, after realization of money from resale / re-allotment to any other party, provided that the Applicant is not in a breach of any terms of the Application/ Agreement.
23. The Applicant agrees that the Company shall be entitled to forfeit the Earnest Money in case of non fulfillment / breach of any terms and conditions of the Application and the Agreement including withdrawal of the Application and also in the event of the failure by the Applicant to sign and return to the Company the Agreement within thirty (30) days from the date of dispatch thereof by the Company. Thereafter the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said Apartment. The Company shall thereafter be free to allot/sell/transfer the said Apartment to any third party or deal with the any other manner as it may be necessary. The amount(s), if any, paid over and above the

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Earnest Money would be refunded to the Applicant by the Company only after realizing such amounts from resale of the said apartment but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien & charge on the said apartment for all its dues payable by the Applicant to the Company. If the amount deposited / paid by the Applicant is less than the Earnest Money, then the Applicant agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.

24. a) The Applicant hereby agrees to pay the earnest money equivalent to 10% of the Total Sale Price, at the time of booking along with this application or as per the schedule mentioned in this application form. The Provisional Allotment Letter will be issued only upon the payment of complete earnest money. In case, the Applicant fails to pay the earnest money or any part thereof to the Company, within stipulated time, as agreed, the provisional allotment may not be confirmed by the Company and in that event the part of earnest money including registration amount/booking amount paid shall stand automatically forfeited without any notice.
- b) In case, the Applicant makes the complete payment of earnest money equivalent to 10% of the Total Sale Price of the apartment, the balance 90% payment will be paid according to the instalments as per agreed schedule mentioned in the provisional allotment letter. It is further agreed that interest @ as mentioned in clause "24-C" shall be charged on the delayed payment by the Company. In case, the Applicant fails to pay two consecutive instalments within the stipulated period, the provisional allotment shall automatically stands cancelled without any prior notice to the effect and in that event the Company shall have the right to forfeit the earnest money and to refund the balance amount, if any, after deducting the non-refundable amount to the applicant without any interest and compensation, after realization of money from resale/re-allotment to any other party. The absolute discretion in this behalf will be on the Company only.
- c) Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant in not making payments within the stipulated time by the Applicant on the condition that the Applicant shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @ 15% per annum and for all periods exceeding the first ninety (90) days after the due date @ 18% per annum.
- d) In case, the Allottee makes the payment of any instalment before the due date, then the Allottee shall be allowed a rebate at the rate of 12% per annum (subject to change from time to time) in the amount of the respective instalment for its early payment. However, the amount of such rebate allowed will be adjusted at the time of payment of the last/final instalment.
25. The Applicant agrees that the Application / provisional allotment is not assignable nor the name of the Applicant 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, on such terms and conditions and subject to applicable laws and notifications or any governmental direction, permit the Applicant to get the name of his / her nominee substituted, added and / or deleted in his / her place. The Company at the time of granting permission may impose such terms and conditions and charges as per its discretion. For the First such transfer the Company will charge Rs. 100/- per Sq. Ft. of built up area of the apartment. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, deletion and / or substitution.

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26. The Applicant agrees that the Company shall have the right to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitization of receivables of the said apartment subject to the said apartment being free of any encumbrances at the time of execution of Indenture of Conveyance. The Company/financial institution/bank shall always have the first lien/charge on the said Apartment for all its dues and other sums payable by the Applicant or in respect of the loan granted for the purpose of the construction.
27. The Applicant agrees that in case the Applicant opts for a loan arrangement with any financial institutions/banks, for the purchase of the said Apartment, the Indenture of Conveyance of the said Apartment in favour of the Applicant shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/banks.
28. The Applicant shall indemnify and keep the Company, its agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant as mentioned in the Application and the Agreement. The Applicant agrees to pay such losses on demand that the Company may, or likely to suffer. This is in addition to any other right or remedy of the Company.
29. The Applicant agrees that in case the Applicant is an NRI or non-resident /foreign national of Indian origin/foreign nationals/foreign companies then all remittances, acquisition/transfer of the said apartment, any refund, transfer of security etc., shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident/foreign national of Indian origin/foreign nationals/foreign companies to abide by the same. The Company shall not accept any responsibility in this regard.
30. Official Language : English is the official language of the application/Agreement. Documents or notices that are not in English shall have no effect under this Agreement. Words and phrases in documents and notices shall have the meanings they normally have in standard U.K. English usage. The English language version of this Agreement or any document or notice contemplated by the Application/ Agreement shall control in any conflict with any version of such writing that is not in English.
31. The Applicant agrees to inform the Company in writing any change in the mailing address mentioned in this Application, failing which all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant.
32. The Company is not required to send reminders/notices to the Applicant in respect of the obligations of the Applicant as set out in this Application and/or the Agreement and the Applicant is required to comply with all its obligations on its own.
33. The Applicant understands that the provisional and/or final allotment of the said apartment is entirely at the discretion of the Company.
34. The Applicant understands that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the apartments in the said Complex/said Building to anybody or altogether decide to put at abeyance the

project itself, for which the Applicant shall not have a right to raise any dispute and/or claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this application from The Applicant.

35. The Applicant agrees that the Company shall have the right to transfer ownership of the said Complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal /or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Applicant and the Applicant shall not raise any objection in this regard.
36. Severability: If any provision of these Terms & Conditions is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions shall continue to remain in full force and effect.
37. Overriding Effect: In the event of any inconsistency between the said documents(i.e. this Application) and any other document, instrument or agreements delivered in connection with the transactions contemplated hereby, the said documents(i.e. this Application) shall prevail.
38. The Applicant agrees that, in the event of any dispute or differences arising out or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant and the Company, shall be referred by any party for adjudication, to a sole arbitrator to be appointed by the Managing Director of the Company whose decision 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 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 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. The courts at Delhi shall alone have the jurisdiction.

The Applicant hereby confirms and undertakes that the Applicant(s) has fully read and understood the above mentioned terms and conditions and agree(s) to abide by the same.

.....  
First Applicant                      Second Applicant                      Third Applicant                      Fourth Applicant

Date of Application : \_\_\_\_\_

Accepted:  
For Rajesh Projects (India) Pvt. Ltd.

Authorised Signatory

RECEIVING OFFICER:

Name : \_\_\_\_\_  
Signature : \_\_\_\_\_  
Date : \_\_\_\_\_

1. Check-list for Receiving Officer:

- (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.
- (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/NROA/C of The Applicant.
- (g) For Partnership Firm: Partnership deed and authorization to purchase.
- (h) For HUF Firm List of all members and their authorization in favour of Karta to purchase.

2. DETAILS OF THE SAID APARTMENT

Apartment No.: \_\_\_\_\_ Block/Tower: \_\_\_\_\_ Floor: \_\_\_\_\_

Type of Apartment- 1BHK/ 2BHK/ 3BHK/ 4BHK \_\_\_\_\_

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: \_\_\_\_\_

Type of Parking Space(s):

(i) Covered (Basement / Podium)

(ii) Open parking

(iii) Back to back parking (Basement / Podium) for two slots

### 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)
Total Sale Price	Rs. _____ /- (Rupees _____ only)
EARNEST MONEY(10% of the Total Sale Price)	Rs. _____ /- (Rupees _____ only)
*Taxes like 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) Down Payment Plan (DP)

### 5. INTEREST BEARING MAINTENANCE SECURITY (IBMS)

(The Interest Bearing Maintenance Security shall be payable by the Applicant before the occupation of the said Apartment)

(a) Built up area of the Apartment 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 shall be payable by the Applicant before the occupation of the said Apartment)

- (a) Built up area of the Apartment applied for \_\_\_\_\_ sq. fts. (\_\_\_\_\_ sq. mtrs.)
- (b) Rate : Rs.1.50/- per sq. ft. (or Rs.16/-per sq. mtr.) of Built Up Area per month.
- (c) Total amount payable towards Maintenance Advance i.e. (Built Up Area × 12 × Rate)= Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_)

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 before occupation of the said Apartment).

- (a) Membership Fee : NIL
- (b) 1st Year Subscription Charges : Rs.10,000/-
- TOTAL : Rs.10,000/-
- Service Tax : Rs. 1,030/- (as applicable, presently 10.30%)
- Total Payable Amount : Rs.11,030/-

8. DUAL ELECTRICITY METER CHARGES : Rs. 25,000/-

(Dual Electricity Meter Charges shall be payable by the Applicant before the occupation of the said Apartment.)

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/CA Acct \_\_\_\_\_

11. Any Other Conditions (If Any) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Provisional booking receipt no. \_\_\_\_\_ dated \_\_\_\_\_

13. \* Availability as per Inventory YES  / NO   
ACCEPTED  / REJECTED

For Rajesh Projects (India) Pvt. Ltd.

(Authorised Signatory)

Date \_\_\_\_\_

**SI No.**



**Sec-16B, Greater Noida (Noida Extn.)**

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**Rajesh Projects (India) Pvt. Ltd.**

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