

Let's Simplify
Simplifying
Owning a home.

APARTMENT BUYER'S AGREEMENT

RG RESIDENCY

Plot No. GH-02, Sector-120, NOIDA (UP)

Name : Mrs. Pooja Singh & Mr. Amitesh Singh

Address : Tower No - M, # 1004,

Orange County, Ansal Plaza, Gated Community,

Ghaziabad, U.P - 201010

Apartment No. : H-12102 Tower _____

Apartment Type : Type - 4

Section-120, Noida

RG RESIDENCY
Plot No. GH-02, Sec-120, Noida

Please read carefully,

Important instructions to the Allottee

Any one desiring to purchase an apartment will be required to execute two (2) copies of the Agreement (hereinafter defined) for each apartment to be purchased. The Agreement sets forth in detail the terms and conditions of sale with respect to the Said Apartment (hereinafter defined) and should be read carefully by each allottee. The allottee is expected to read each and every clause of this Agreement carefully; understand the legal implication thereof, his obligations and liabilities and obligations and limitations of the Company (hereinafter defined), as set forth in the Agreement.

The allottee shall thereafter, execute and deliver both (2) copies of the Agreement to the Company within thirty (30) days from the date of dispatch of Agreement through registered/speed post by the Company. On failure of the allottee to return the duly signed Agreement within the stipulated time, the Application (hereinafter defined) of the allottee may be cancelled by the Company and on such cancellation the Earnest Money (hereinafter defined) and Non Refundable Amounts (hereinafter defined) paid by the allottee shall stand forfeited and the allottee shall be left with no right, title or interest whatsoever in the Said Apartment booked by the allottee.

This agreement shall not be binding on the Company until executed by the Company through its authorized signatory. The Company will have the option in its sole discretion to either accept or reject the signed Agreement within 30 days after receiving the Agreement from the allottee. If the Company decides to accept the Agreement then a signed copy of the Agreement will be returned to the allottee for his/her reference and record and the other copy shall be retained by the Company.

The Company reserves the right to request thorough identification, financial and other information as it may so desire concerning the allottee. The Company may reject and refuse to execute the Agreement if it is found that the allottee has made any corrections/cancellations/alterations/modifications therein. The Company reserves the right to reject any agreement executed by the allottee without any cause or explanation or without assigning any reasons thereof and to refuse to execute the Agreement in which case the decision of the Company shall be final and binding on the allottee.

The allottee confirms having read and understood the above instructions and each and every clause of the Agreement and the allottee now executes the Agreement being fully conscious of his/her rights and obligations and limitations of the Company there under and undertakes to faithfully abide by all the terms and conditions of the Agreement.

*Ranjeet Singh
Amritpal Singh*

X
Accepted
(Allottee)

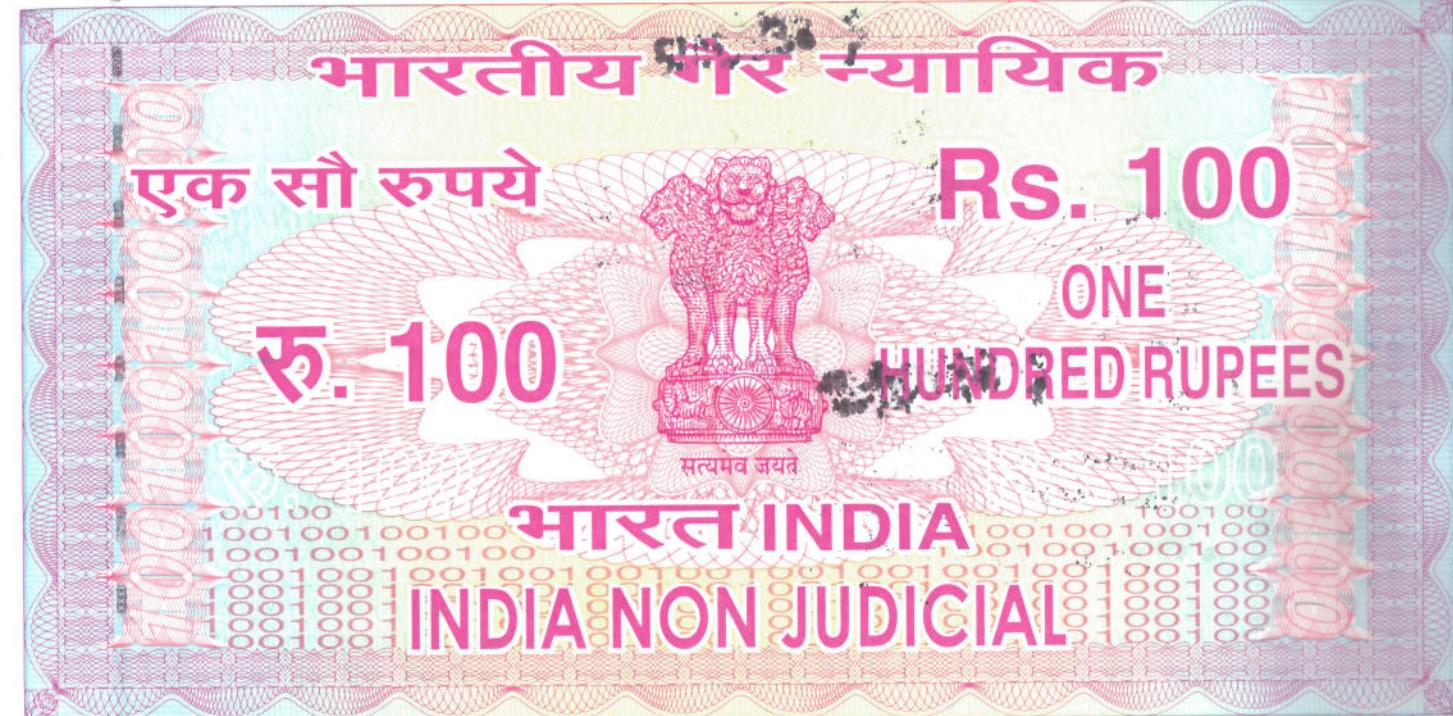
INSTRUCTIONS FOR EXECUTION OF THE AGREEMENT:

- 1) Kindly sign along with joint allottee, if any, on all places marked (x) in the Agreement including all annexures.
- 2) Kindly paste at the space provided, colour photographs including of joint allottee and sign
- 3) Both signed copies of the Agreement in its original form alongwith all annexures should be returned to the Company by registered post (AD)/hand delivery only within the time stipulated.
- 4) Kindly sign next to the tentative typical apartments plan in annexure as applied by you.
- 5) Witnesses signatures to be done only on page no. 37

For RG Residency Pvt. Ltd.

[Signature]
(Authorised Signatory)

*Ranjeet Singh
Amritpal Singh*
X



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APARTMENT BUYER'S
AGREEMENT

FOR APARTMENT NO.

For RG Residency Pvt. Ltd.
[Signature]
Auth. Signatory

Rajeev Singh
Darjeet Singh
X

APARTMENT BUYER'S AGREEMENT

22 FEB 2012
118988

SI. NO.
Date ...
S/O.....
P/C.....
through ...
RG Residency Pvt. Ltd.
501, RG Trade Tower, Plot No. B-7,
Netaji Subhash Place, Pitampura, New Delhi-110034
22 FEB 2012
Stamp Agent Naresh Kumar
D No. 540, Near SR V
Pitampura, Delhi-110034

This APARTMENT BUYER'S AGREEMENT ('this Agreement') is made at Delhi on this
08th day of June, 2012 by and

BETWEEN

M/s. RG Residency Private Limited, a Company incorporated under the Companies, Act, 1956, having its registered office at 501, RG Trade Tower, Plot No. B-7, Netaji Subhash Place, Pitampura, Delhi-110034 through its duly Authorized Signatory Mr./Mrs. Yogita Sudan S/W/o Mr. Harish Kharbanda, R/o SPB 14, 1st floor, Subhash Nagar, Delhi-110027 who has been empowered by the Board of Directors vide Board Resolution dated 30/05/2011 to sign this Agreement (hereinafter referred to as 'the Company', which expression shall, unless repugnant to the context or meaning thereof, include its successors, authorized representatives, executors, administrators, assigns), of the FIRST PART;

AND

MRS. POOJA SINGH
W/o MR. AMITESH SINGH
MR. AMITESH SINGH
S/o DR. TARKESHWAR SINGH
ADDRESS: TOWER NO-14, # 1004,
ORANGE COUNTY, INDIRAPURAM, GHAZIABAD, U.P-201010.

For RG Residency Pvt. Ltd.

Auth. Signatory

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

For RG Residency Pvt. Ltd.

(Authorised Signatory)

X

X
Gurjeet Singh
Gurjeet Singh
Gurjeet Singh

(Authorised Signature)
For RG Residency Pvt. Ltd.

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Gurjeet Singh
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Gurjeet Singh

(Authorised Signature)
For RG Residency Pvt. Ltd.

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

Definitions and Interpretation:

FOLLOWS:

NOW, THEREFORE, THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

This Company has represented and clarified to the Allottee that he is entering into this Agreement on the following conditions contained in this Agreement.

Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and has accepted in good faith this Agreement to allot a residential flat (as defined herein) in the Said Project/Complex in the allotment/sale of the apartment/flat (as defined herein) in its scope only to the Allottee that this Agreement is confined and limited to convey to the Allottee any right

G. The Company relying on the confirmations, representations and assurances of the Company has not intended to convey to the Allottee any right defined outside the Said Land.

It is clarified that the Company has not intended to convey to the Allottee any right or interest in any of the land falling outside the Said Land and no impression of any kind has been given by the Company with regard to the constructions that may take place on the land falling outside the Said Land.

H. The Company has represented and clarified to the Allottee that this Agreement is confined and limited to the allotment/sale of the apartment/flat (as defined herein) in the Said Project/Complex.

I. The Lay out/Building Plans as may be amended and approved from time to time shall supersede the tentative Lay out/Building Plans as given in annexure(s) hereto with any order/direction/condition imposed by the Noida Authority/any other statutory Authority.

J. The Allottee has confirmed to the Company that he is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Said Land in general and the Said Project/Complex in particular and the terms and conditions contained in this Agreement.

K. The Allottee has agreed that he shall not have any objection and/or raise any

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A. The Company has acquired the rights, title and interest in the Land and measuring

B. The Allottee has understood the terms and conditions as set out in the Said

C. The Allottee has inspecified the Said Land on which the Said Complex/Project is

D. The Allottee has confirmed that he is fully satisfied in all respects with regard to the

E. The Allottee acknowledges that the company has provided to him all the

F. The Allottee has acknowledged that the company has requested by him and that he is fully satisfied with the same. The Allottee has relied on his own judgment and that he is fully satisfied with the information and clarifications as requested by him and that he is fully satisfied with the same. The Allottee has agreed that the company has provided to him all the

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(Authorised Signature)

(b) whatever name called on the said Land/Complex.

(c) Maintenance charges, Property Tax, Municipal tax on the said Complex.

(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, by whatever name called.

(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.

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iii) includes any alternative apartment, if provisionally allotted to the Applicant in lieu of the said apartment.

ii) "Foot Print" means the precise land underneath the said Building.

i) "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.

For RG Residence Pvt. Ltd.

In accordance with and subject to the terms and conditions set out in this Agreement, the Company agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Apartment in the Said Complex, as detailed below -

| | |
|--|---|
| (i) DETAILS OF SAID APARTMENT | |
| Apartment No.: H-12A02 Block/Tower: H | Floor: 13th |
| Type of Apartment - 3 BHK + 2 T (Type-4) | Built Up Area: 111.7 sq. mtr. (approx) Super Built Up Area: 139.59 sq. mtr. (approx) |
| Car <input checked="" type="checkbox"/> Two Wheeler <input type="checkbox"/> | No. of Parking Space(s) No.: One (1) <input checked="" type="checkbox"/> Two (2) <input type="checkbox"/> |
| Type of Parking: <input checked="" type="checkbox"/> Covered (Basement / Podium) <input type="checkbox"/> Parking Space (s) No.: PR-H-12A02 | Cost of Additional parking space (s) for car/two wheeler (if any) Rs. N.A. <input type="checkbox"/> |
| (ii) DETAIL OF PRICING: | (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. |
| (iii) Open Parking <input checked="" type="checkbox"/> Back to back parking <input type="checkbox"/> | (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. |
| (iv) Basic Sale Price payable for said Apartment (Rupees Forty Two Lakh Forty Nine Thousand Seven Hundred Thirty Two Only) | (c) Unless otherwise specified, the damages payable by any party herein to any other party intended to be genuine pre-estimated loss, damage etc., are intended to receive the same. |
| (v) PLC as applicable <input checked="" type="checkbox"/> Additional PLC as applicable (Rs. 100/- per sq. ft. of the built up area for 13th Floor apartment to Rs. 60100/- to Rs. 50/- per sq. ft. of the built up area for green faciling, aggregating to Rs. 60100/- (Rupees One Lakh Twenty Thousand Two Hundred Only)) | (d) The Schedules and Annexures annexed to these Standard Terms & Conditions suffer and incurred by the party entitled to receive the same. |
| (vi) PLC as applicable (Rs. N.A./- per sq. ft. of the built up area for Road faciling, aggregating to Rs. N.A. <input type="checkbox"/>) | (e) All capitalized terms used in these Standard Terms and Conditions and not defined elsewhere shall have the same meaning as set forth in this Agreement. |
| (vii) Total PLC C (Rs. 180300/- (Rupees One Lakh Eighty Thousand Three Hundred Only)) | The Allottee agrees that wherever in this Agreement, it is explicitly mentioned that he has understood or acknowledged his obligations or the rights of the Company, he has given his consent to the actions of the Company or he has acknowledged that he has no right of whatsoever nature, he in furtherance of the same, shall do all such acts, deeds or things, as the Company may deem necessary and/or execute such documents/deeds in favour of the Company at the first request without any protest or demur. |
| (viii) Total Sale Price Payable for the said Apartment (Rs. 4430032/- (Rupees Forty Four Lakh Thirty Thousand Thirty Two Only)) | In accordance with and subject to the terms and conditions set out in this Agreement, the Company agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Apartment in the Said Complex, as detailed below - |
| (ix) EARNEST MONEY (10% of the total sale price) Rs. 443003/- (Rupees Four Lakh Forty Three Thousand Three Only) | the first request without any protest or demur. |

For RG Residence Pvt. Ltd.

| | |
|--|---|
| (x) DETAILS OF SAID APARTMENT | |
| Apartment No.: H-12A02 Block/Tower: H | Floor: 13th |
| Type of Apartment - 3 BHK + 2 T (Type-4) | Built Up Area: 111.7 sq. mtr. (approx) |
| Car <input checked="" type="checkbox"/> Two Wheeler <input type="checkbox"/> | Super Built Up Area: 139.59 sq. mtr. (approx) |
| (i) DETAILS OF SAID APARTMENT | (ii) DETAIL OF PRICING: |
| (iii) Open Parking <input checked="" type="checkbox"/> Back to back parking <input type="checkbox"/> | (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. |
| (iv) PLC as applicable (Rs. 100/- per sq. ft. of the built up area for 13th Floor apartment to Rs. 60100/- to Rs. 50/- per sq. ft. of the built up area for green faciling, aggregating to Rs. 60100/- (Rupees One Lakh Twenty Thousand Two Hundred Only)) | (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. |
| (v) PLC as applicable (Rs. N.A./- per sq. ft. of the built up area for Road faciling, aggregating to Rs. N.A. <input type="checkbox"/>) | (c) Unless otherwise specified, the damages payable by any party herein to any other party intended to be genuine pre-estimated loss, damage etc., are intended to receive the same. |
| (vi) Total PLC C (Rs. 180300/- (Rupees One Lakh Eighty Thousand Three Hundred Only)) | (d) The Schedules and Annexures annexed to these Standard Terms & Conditions suffer and incurred by the party entitled to receive the same. |
| (vii) Total Sale Price Payable for the said Apartment (Rs. 4430032/- (Rupees Forty Four Lakh Thirty Thousand Thirty Two Only)) | The Allottee agrees that wherever in this Agreement, it is explicitly mentioned that he has given his consent to the actions of the Company, he has acknowledged that he has no right of whatsoever nature, he in furtherance of the same, shall do all such acts, deeds or things, as the Company may deem necessary and/or execute such documents/deeds in favour of the Company at the first request without any protest or demur. |
| (viii) EARNEST MONEY (10% of the total sale price) Rs. 443003/- (Rupees Four Lakh Forty Three Thousand Three Only) | In accordance with and subject to the terms and conditions set out in this Agreement, the Company agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Apartment in the Said Complex, as detailed below - |

the first request without any protest or demur.

the Allottee and/or execute such documents/deeds in favour of the Company at the first request without any protest or demur.

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(iii) PAYMENT PLAN OPTION

- A. Construction Link Payment Plan (CLP)
- B. Down Payment Plan

(iv) MAINTENANCE DEPOSIT

(The maintenance deposit is payable by The Applicant before the occupation of the said Apartment)

- (a) Built up area of the Apartment applied for 1202 Sq. Ft. (111.7 Sq. Mtrs.)
- (b) Rate Rs. 25/- per Sq. Ft. (Rs. Twenty Five Only per Sq. Ft.) of Built up area
- (c) Total amount payable towards Maintenance Deposit i.e. (Built Up Area X Rate)
Rs. 30050/- (Rupees Thirty Thousand Fifty Only)

(v) MAINTENANCE ADVANCE

(The maintenance advance is payable by The Applicant before the occupation of the said Apartment)

- (a) Built up area of the Apartment applied for 1202 Sq. Ft. (111.7 Sq. Mtrs.)
- (b) Rate Rs. 1.50/- per Sq. Ft. (Rs. 16/- per Sq. Mtrs.) of Built up area per month
- (c) Total amount payable towards Maintenance Advance i.e. (Built Up Area X 12 X Rate)
Rs. 21636/- (Rupees Twenty One Thousand Six Hundred Thirty six Only)

(vi) CLUB MEMBERSHIP FEE

(The Social Club Membership Fee along with subscription charges for the first one year and service tax as applicable thereon is payable by the Applicant before occupation of the Said Apartment)

- | | |
|---|---|
| (a) Membership Fee | : NIL |
| (b) 1 st 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/- |

(Vii) DUAL ELECTRICITY METER CHARGES: Rs.25000/-

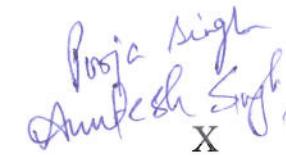
(Dual Electricity Meter Charges shall be payable by the Applicant before the occupation of the said Apartment)

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1.2 The Total Sale Price is escalation-free, save and except increase which the Allottee hereby agrees to pay i.e. increases due to increase in the Built up Area as explained in Clause 1.6, increase in DC/IDC, increase in IBMS, increases on account of additional fire safety measures undertaken (as explained in Clause 1.15), increase in all types of securities to be paid by the Allottee, deposits and charges and increase thereof for bulk supply of electrical energy (as explained in Clause 23(b)) and any other increase in cost/charges, specifically provided for in this Agreement and/or any other increase in charges or any other additional charges which may be levied or imposed by the Government/statutory authority(ies) from time to time.

1.3 The Allottee shall make payment of the Total Sale Price as per the payment plan opted by him as set out in Annexure III to this Agreement and other charges, securities, deposits etc. as specified in this Agreement. Taxes and increase thereof as provided in Clause 1.10 shall be payable by the Allottee as and when demanded by the Company.

1.4 (a) The Company may allow, at its sole discretion, a rebate for early payment of any installment(s) payable by the Allottee by discounting such early payments @12% per annum for the period by which the respective installment has been advanced. However, the provision for allowing rebate and rate of rebate shall be subject to revision/withdrawal without any notice, at the sole discretion of the Company.

(b) If the Allottee opts for installment payment plan, then the Allottee may give early payment of all the installments. The adjustment of the early payment rebate will be made at the time of payment of the last installment payable by the Allottee and not earlier.

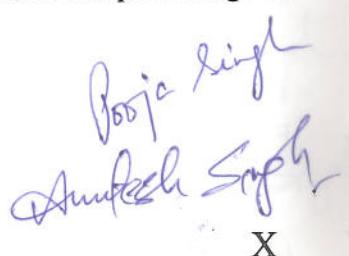
1.5 The Allottee understands that the building layout plan of the said Complex are being approved by the Noida Authority and further the building layout plan is subject to change as per the sole discretion of the Company or as directed by the Noida Authority/concerned authority(ies).

1.6 The Allottee agrees that the Total Sale Price of the said Apartment 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 Apartment as stated in this Agreement is tentative. The final Built up area of the Said Apartment shall be confirmed by the Company only after the construction of the said Apartment is completed and the occupation certificate is granted by the competent authority(ies). The total Sale price payable for the said Apartment shall be recalculated and upon confirmation by the Company, and any increase or decrease in the Built up Area of the said Apartment shall be payable by or refundable to the Allottee, 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, the Allottee agrees and undertakes 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 the Allottee shall be adjusted by the Company from the final installment at the time of payment thereof.

If the variation in the Built up Area of the said Apartment is within ±1%, the Total Sale Price will remain the same. But if such variation is more than ±1%, the Total Sale Price and other charges will be adjusted accordingly. For avoidance of any doubt it is clarified that the Total Sale Price of the said Apartment 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 the Allottee 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

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the Built up Area to Super Built up Area, as the said Apartment is being sold only on the basis of the Built up Area and the Allottee 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 Apartment area to the Super Built up Area as on the date of execution of this Agreement are described by the Company in Annexure II which forms part of this Agreement and the same has been understood by the Allottee and the Allottee confirms that the Allottee 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.

- 1.7 The Allottee 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 Allottee shall have to pay charges for such additional parking space(s).
- 1.8 The Allottee agrees to pay PLC, if applicable, calculated in the table contained in Clause 1.1 which shall to be paid by the Allottee in the manner and within the time as stated in the schedule of payments given in Annexure III.
- 1.9 The Allottee agrees that in case due to any change in the lay-out/building plan of the Said Tower/ Said Complex or due to any reason whatsoever:
 - a) the Said Apartment ceases to be preferentially located, then only the amount of PLC, if any, paid by the Allottee shall be refunded without any interest thereon and such refund shall be made/adjusted in the last installment at the time of payment thereof stated in the schedule of payments given in Annexure III; or
 - b) the Said Apartment becomes additionally preferentially located, the Allottee shall pay Additional PLC to the Company, as applicable and in the manner as demanded by the Company and/or;
 - c) the Said Apartment becomes preferentially located, (if the Said Apartment was not preferentially located at the time of signing of this Agreement), the Allottee shall pay PLC, as applicable, to the Company and as and when demanded by the Company.
 - d) The Allottee understands that in case of change in the location of the Said Apartment due to change in the layout/building plan of the Said Tower/Said Complex or otherwise, the Allottee shall have no other right or claim except as mentioned hereinabove.
- 1.10 The Allottee agrees and understands that in addition to the Total Sale Price, the Allottee shall be liable to pay all taxes imposed and or to be imposed the government or any statutory authority(ies) which shall be charged and paid as follows:
 - a) A sum equivalent to the proportionate share of taxes shall be paid by the Allottee 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 buildings/towers, apartments, club, school, convenient shopping centres and other buildings to be constructed in the Said Complex.
 - b) The Company shall periodically intimate to the Allottee herein, on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, with respect to the amount payable as stated above which shall be final and binding on the Allottee and the Allottee shall make payment of such amount within 30 (thirty) days of such intimation.

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- 1.11 In addition to the Total Sale Price, the Allottee shall have to pay an amount of Rs. Nil (Rupees Nil) towards the club Membership to be provided in the said Complex. The Allottee shall be required to pay usage charges in accordance with the usages and services availed by the Allottee in the club and the Allottee 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 the Allottee shall be bound by the same.
- 1.12 Subject to other terms of this Agreement, the rate at which the Said Apartment has been allotted to the Allottee shall remain escalation-free during the term of this Agreement. Further, if at anytime before the offer of possession of the Said Apartment to the Allottee, the Company reduces the rate for selling other apartments in the Said Complex (such reduction in rate is not on account of any discount, scheme, incentive etc. offered or given by the Company to any person or class of person), then the Allottee 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
 - a) the Company's new reduced rate for selling other apartments in the said Complex is less than the rate of the Said Apartment stipulated in Clause 1.1 hereof; and
 - b) the Allottee is not in breach of any of the terms and conditions of this Agreement.
- 1.13 The Allottee agrees that the Company and/or its associates/subsidiaries shall execute a Sub-Lease Deed on or after the completion of the said complex in favour of the Allottee, provided the Allottee has paid the Total Sale Price and other charges/payments, deposits/securities mentioned in this Agreement and the Allottee is not in breach of any of the terms of this Agreement. The Allottee shall be liable to pay all fees, duties, expenses, costs, etc. including stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the Sub-Lease Deed of the Said Apartment. The Allottee agrees to pay such amounts/charges as and when demanded by the Company within the stipulated period as mentioned in the demand letter. In case, the Allottee 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 the Allottee without any interest, only upon realization of money from re-sale / re-allotment of the said Apartment to any third party. The Allottee 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.
- 1.14(a) The Allottee agrees that any payment towards DC levied/leviable by the Noida Authority or any other competent authority(ies) shall be paid by the Allottee 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 the Allottee. The pro-rata demand made by the Company to the Allottee with regard to DC/increase in DC shall be final and binding on the Allottee. 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 the Application/this Agreement and the Company shall be entitled to cancel the Agreement and forfeit

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the Earnest Money. However, if the DC/increased DC is levied (including with retrospective effect) after the Sub-Lease Deed has been executed, then the same shall be treated as unpaid amount against of the Said Apartment/Parking Space(s) and in case the Sub-Lease Deed has been executed, the Company shall have the first charge and lien over the Said Apartment/Parking Space(s) till such unpaid charges are paid by the Allottee.

- (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), the Allottee 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 the Allottee with regard to IDC/increase in IDC shall be final and binding on the Allottee. If the IDC/increased IDC is not paid within the time as may be specified, then the same shall be treated as non-payment of the charges as per the Application/this Agreement and the Company shall be entitled to cancel this Agreement and forfeit the Earnest Money. If the IDC/ increased IDC is levied (including with retrospective effect) after the Sub-Lease Deed has been executed then the same shall be treated as unpaid amount against the said Apartment/ Parking Space(s) and in case the Sub-Lease Deed has been executed, the Company shall have the first charge and lien over the said Apartment/ Parking Space(s) till such unpaid charges are paid by the Allottee.

1.15

- i) The Total Sale Price is inclusive of the cost of electric wiring and switches in each apartment and Power Back-up not exceeding as per the details given below:
 - a) For Apartments upto 600 Sq. Ft. Built up Area not exceeding, 1 KVA per apartment.
 - b) For Apartments upto 1100 Sq. Ft. Built up Area not exceeding, 2 KVA per apartment.
 - c) For Apartments upto 1500 Sq. Ft. Built up Area not exceeding, 3 KVA per apartment.
 - d) For Apartments upto 2000 Sq. Ft. Built up Area not exceeding, 4 KVA per apartment.
 - e) For Apartments above 2000 Sq. Ft. Built up Area not exceeding, 5 KVA per apartment.

The above mentioned power back up measurements are at a load factor of 70% and overall diversity of 65% in addition to that for the common areas and service but does not include the cost of electric fittings, fixtures geysers, electric and water meter etc., which shall be got installed by the Allottee at his own cost as well as the charges for water and electricity consumption.

- ii) The Total Sale Price is inclusive of the fire fighting equipments 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 fire fighting 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 the Allottee shall have to pay the additional expenditure incurred thereon on pro rata basis along with the other allottee as determined by the Company at its absolute discretion.

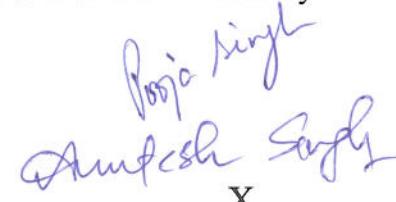
1.16 The Allottee agrees and understands that the Company or its agents/subsidiaries/ associates/affiliates or sister concerns may, at its sole discretion and subject to such Government approvals as may be necessary; enter into an arrangement of generating and/or supplying power to the Said Complex and any other project/complex which the Company may develop in future. In such an eventuality

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the Allottee fully concurs and confirms that he shall have no objection to such arrangement for generating and/or supply of power and the Allottee shall give complete consent to such an arrangement including it being an exclusive source of power supply to the Said Complex or to the said Apartment directly and the Allottee has 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'). The Allottee further agrees 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 the Allottee 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 equipments/plant may be located anywhere or around the said Complex.

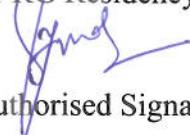
It is further agreed and confirmed by the Allottee that the Company or its agents etc. shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed by the company from time to time which may or may not be limited to the rate then charged by the PVVNL/UPPCL/State Electricity Boards (SEBs). The Allottee agrees and confirms that he 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. The Allottee also confirms that he has understood that such power generating and/or supplying equipment may during its operation, cause inconvenience to the Allottee and in such case he shall have no objection to the same. The Allottee shall be liable to pay the consumption charges. The Allottee shall not have a right to raise any dispute with regard to such arrangement either with regard to the installation of power generating equipments or payment of tariff at any time whatsoever during the time of the Allottee's ownership of the Said Apartment. This clause shall survive the Sub-Lease of the Said Apartment or any subsequent sale/resale or conveyancing thereof.

1.17

Subject to the terms and conditions of this Agreement and upon execution of the Sub-Lease Deed, the Allottee shall have the following rights with regard to the Said Apartment:

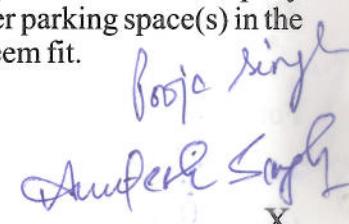
- i) ownership of the Built Up Area of the said Apartment.
- ii) undivided proportionate interest in the Foot Print excluding the basement and stilt reserved for parking and services calculated in the ratio of the built up area of the said Apartment to the total built up area of all the apartments in the said Building/Tower (although the Allottee shall not be making any additional payment towards the land/Foot Print).
- iii) 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 IV). The Allottee hereby acknowledges that the said Apartment along with the Parking Space(s) will be treated as a single indivisible unit for all purposes including the Act and, as such, cannot be transferred separately. The Allottee agrees that he 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 alongwith the said Apartment. The Company shall have the exclusive right to deal with or dispose of other parking space(s) in the Said Complex in the manner in which the Company may deem fit.

For KG Residency Pvt. Ltd.



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- iv) undivided proportionate interest in and right to use the Common Areas and Facilities within the Said Complex only. Since the interest of the Allottee in the common areas and facilities (as listed in Part A and Part B of annexure IV of this Agreement) is undivided and cannot be separated, subject to timely payment of Maintenance Charges, the Allottee shall use the common areas and facilities harmoniously along with the other apartment owners, maintenance staff etc., without causing any inconvenience or hindrance/annoyance to them.
 - v) right to only use the general common areas and facilities within the Said Complex limited to and precisely listed in Part C of annexure IV of this Agreement, which may be within or outside the Foot Print earmarked by the Company as commonly used areas by all the allottees of all the buildings constructed on the Said Land. The identification by the Company of such areas shall be final and binding on the allottees. However, such general commonly used areas and facilities earmarked for common use of all the allottees shall not include the exclusive reserved parking spaces in the basement/in stilts, podium/in open area of the said Complex individually allotted to the allottees of the residential/commercial spaces and other buildings for their exclusive use. The Allottee acknowledges that these general common areas and facilities have not been included in the computation of the built up area of the Said Apartment.
- 1.18(a) The Allottee agrees and understands that the said Complex shall be subject to the Act. The common areas and facilities and the undivided interest of each apartment owner in the common area and facilities and the undivided proportionate interest in the Foot Print as specified by the Company in the declaration, in compliance of the Act, shall be conclusive and binding upon the Allottee and the Allottee agrees and confirms that the Allottee's right, title and interest in the Said Apartment, the common areas and facilities and the undivided proportionate interest in the footprint shall be limited and governed by which shall be decided by the Company or as may be specified by the Company in the Declaration.
- (b) The Allottee expressly gives his consent to the Company to amend the Declaration in the manner the Company may deem fit including substitution of the method of calculating the undivided proportionate interest in the Footprint and/or undivided interest in the common areas and facilities. The uniform computed value of the said Apartment as may be specified in the Declaration and the parking space(s) (which may be different from the values specified in this Agreement) shall be taken into consideration and such uniform computed value shall not vary and/or fluctuate with any increase or decrease on any future date in the value of the said Apartment and parking space(s) due to any sale transaction or otherwise. The Allottee confirms to abide by and be bound by the amended declaration.
- 1.19 The Allottee acknowledges and confirms that the Allottee has not paid any amount towards any other land areas, facilities and amenities including but not limited to those listed below, and as such, the Allottee shall not have the right or interest of any nature whatsoever in the same and the same are specifically excluded from the scope of this Agreement. The Allottee acknowledges 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.

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Raj Singh
Dinesh Singh

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- 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 IV of this Agreement, falling outside the Foot Print, including those as listed in annexure-IV, 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 this Agreement and the Allottee 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 this Agreement and the Allottee shall have no right of any nature whatsoever in such lands.
 - iii) The Super Built up Area of the said Apartment shall not include any recovery/loading towards the cost of construction of area of club/convenient shopping centre situated in the Said Complex. The Allottee agrees, that the Allottee 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).
- 1.20 The Allottee acknowledges that the Company shall be carrying out developmental/construction activities now and for many years in future in the entire area falling outside Footprint and that the Allottee shall not raise any objection or make any claims or default in making payment on time as stipulated in the schedule of payment in annexure III on any account whatsoever, including inconvenience, if any, which may be suffered by the Allottee due to such developmental/construction or its incidental/related activities.
- 1.21 The Allottee acknowledges that the Company may, at its sole discretion, make the Said Complex part of any other adjacent project that has already come into existence or may be constructed in future at any time or keep it separate as an independent estate or the Company may make any other building or project, constructed or to be constructed, part of the Said Complex and the Allottee 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 the Allottee may vary and the Allottee agrees 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 the Allottee. The Allottee agrees and acknowledges and gives his 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.
- 1.22 The Allottee acknowledges and confirms that the Allottee has read and understood the Act, rules made thereunder and the implications thereof in relation to the various provisions of this Agreement and the Allottee is in fully agreed with the provisions of this Agreement in relation to the Act and shall comply 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.

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Raj Singh
Dinesh Singh

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- iv) undivided proportionate interest in and right to use the Common Areas and Facilities within the Said Complex only. Since the interest of the Allottee in the common areas and facilities (as listed in Part A and Part B of annexure IV of this Agreement) is undivided and cannot be separated, subject to timely payment of Maintenance Charges, the Allottee shall use the common areas and facilities harmoniously along with the other apartment owners, maintenance staff etc., without causing any inconvenience or hindrance/annoyance to them.
 - v) right to only use the general common areas and facilities within the Said Complex limited to and precisely listed in Part C of annexure IV of this Agreement, which may be within or outside the Foot Print earmarked by the Company as commonly used areas by all the allottees of all the buildings constructed on the Said Land. The identification by the Company of such areas shall be final and binding on the allottees. However, such general commonly used areas and facilities earmarked for common use of all the allottees shall not include the exclusive reserved parking spaces in the basement/in stilts, podium/in open area of the said Complex individually allotted to the allottees of the residential/commercial spaces and other buildings for their exclusive use. The Allottee acknowledges that these general common areas and facilities have not been included in the computation of the built up area of the Said Apartment.
- 1.18(a) The Allottee agrees and understands that the said Complex shall be subject to the Act. The common areas and facilities and the undivided interest of each apartment owner in the common area and facilities and the undivided proportionate interest in the Foot Print as specified by the Company in the declaration, in compliance of the Act, shall be conclusive and binding upon the Allottee and the Allottee agrees and confirms that the Allottee's right, title and interest in the Said Apartment, the common areas and facilities and the undivided proportionate interest in the footprint shall be limited and governed by which shall be decided by the Company or as may be specified by the Company in the Declaration.
- (b) The Allottee expressly gives his consent to the Company to amend the Declaration in the manner the Company may deem fit including substitution of the method of calculating the undivided proportionate interest in the Footprint and/or undivided interest in the common areas and facilities. The uniform computed value of the said Apartment as may be specified in the Declaration and the parking space(s) (which may be different from the values specified in this Agreement) shall be taken into consideration and such uniform computed value shall not vary and/or fluctuate with any increase or decrease on any future date in the value of the said Apartment and parking space(s) due to any sale transaction or otherwise. The Allottee confirms to abide by and be bound by the amended declaration.
- 1.19 The Allottee acknowledges and confirms that the Allottee has not paid any amount towards any other land areas, facilities and amenities including but not limited to those listed below, and as such, the Allottee shall not have the right or interest of any nature whatsoever in the same and the same are specifically excluded from the scope of this Agreement. The Allottee acknowledges 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.

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Raj Singh
Dinesh Singh

- 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 IV of this Agreement, falling outside the Foot Print, including those as listed in annexure-IV, 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 this Agreement and the Allottee 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 this Agreement and the Allottee shall have no right of any nature whatsoever in such lands.
 - iii) The Super Built up Area of the said Apartment shall not include any recovery/loading towards the cost of construction of area of club/convenient shopping centre situated in the Said Complex. The Allottee agrees, that the Allottee 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).
- 1.20 The Allottee acknowledges that the Company shall be carrying out developmental/construction activities now and for many years in future in the entire area falling outside Footprint and that the Allottee shall not raise any objection or make any claims or default in making payment on time as stipulated in the schedule of payment in annexure III on any account whatsoever, including inconvenience, if any, which may be suffered by the Allottee due to such developmental/construction or its incidental/related activities.
- 1.21 The Allottee acknowledges that the Company may, at its sole discretion, make the Said Complex part of any other adjacent project that has already come into existence or may be constructed in future at any time or keep it separate as an independent estate or the Company may make any other building or project, constructed or to be constructed, part of the Said Complex and the Allottee 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 the Allottee may vary and the Allottee agrees 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 the Allottee. The Allottee agrees and acknowledges and gives his 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.
- 1.22 The Allottee acknowledges and confirms that the Allottee has read and understood the Act, rules made thereunder and the implications thereof in relation to the various provisions of this Agreement and the Allottee is in fully agreed with the provisions of this Agreement in relation to the Act and shall comply 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.

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Raj Singh
Dinesh Singh

- 1.23 The Allottee undertakes to do all acts, things, deeds including present himself as may be required for the execution and registration of any deed in respect of the said Apartment and Parking Space(s) as the Company so desire to comply with the provisions of the Act and other applicable laws.
- 1.24 The Allottee undertakes to join, any association 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. The Allottee also undertakes to join the master association if and when formed by the Company or its nominee(s) for a part or whole of the Said Complex .The draft application form for becoming a member of the association of the apartment owners is given in Annexure VIII to this agreement.
2. Payment of Taxes on land, Wealth-Tax, Service Tax, cesses by the Allottee:
The Allottee agrees and undertakes to pay all 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 Land as the case may be as in case assessable or applicable from the date of the Application and the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand thereof shall be final and binding on the Allottee. However, if the said Apartment is assessed separately the Allottee shall pay directly to the competent authority.
3. Registration Money paid by the Allottee with the Application
The Allottee has paid the Registration amount for the booking of the said apartment along with the Application, the receipt of which the Company doth hereby acknowledge. The Allottee agrees and undertakes to pay the balance of the Total Sale Price as per the schedule of payments attached with this Agreement along with all other charges, taxes, securities etc. as mentioned in this Agreement and as per the demand raised by the Company in accordance with this Agreement.
4. Earnest Money
The Allottee agrees and confirms that out of the total amount(s) paid/payable by the Allottee for the said Apartment, 10% of the Total Sale Price of the said Apartment shall be treated as Earnest Money for the due fulfillment by the Allottee of the terms and conditions as contained in the Application and this Agreement. If such amount paid by the Allottee is less than 10% of the total sale price, which constitutes the forfeitable amount, then the Allottee shall have to make good the shortfall in amount of the Earnest Money within 30 days of signing the Application. If the Allottee fails to do so, the Company reserves the right to recover the said shortfall in Earnest Money by resorting to such legal steps, as may be considered necessary and appropriate in addition to any other remedy/right, which the Company may have in this regard. In the event, the Allottee fails to perform any obligation or commit breach of any of the terms and conditions mentioned in the Application and/or this Agreement, including but not limited to the occurrence of any event of default as stated in clause 53 of this Agreement or the failure of the Allottee to sign and return this Agreement 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 the Allottee, the Earnest Money. If the amount paid by the Allottee is less than the forfeitable amount, then the Allottee undertakes to make good of shortfall of the forfeitable amount. This is in addition to any other remedy/right, which the Company may have.

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(Authorised Signatory)

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Amritesh Singh X

5. Mode of Payment
The Allottee shall make all the payments within the stipulated time as mentioned in the schedule of payments as given in annexure annexed to this agreement 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.
6. Compliance of laws relating to remittances
If the allottee is non resident of India, he 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 this Agreement. The Allottee agrees that in the event of any failure on his part to comply with the applicable guidelines issued by RBI, the Allottee alone shall be liable for any action under FEMA. The Allottee shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement it shall be the sole responsibility of the Allottee 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 the Allottee and such third party shall not have any right in this Agreement/Allotment of the said Apartment in any way and the Company shall issue the payment receipts in favour of the Allottee only.
7. Adjustment/appropriation of payments
The Allottee authorizes the Company to adjust/appropriate all payments that shall be made by the Allottee under any head(s) of dues against outstanding heads in the Allottee's name and the Allottee shall not have any right to object/demand/direct the Company to adjust the payments in any manner otherwise than as decided by the Company.
8. Time is the essence
The Allottee agrees that time is of essence with respect to payment of Total Sale Price and other charges, deposits and amounts payable by the Allottee as per this agreement and/or as demanded by the Company from time to time and also to perform/observe all other obligations of the Allottee under this Agreement. The Company is under no obligation to send any reminders for the payments to be made by the Allottee 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 the Allottee.
- The Allottee hereby agrees and undertakes that he shall make the payment of all the instalments due as per the schedule/or as demanded by the Company from time to time. It is agreed by the Allottee that in the event of delayed payments, he shall be liable to pay interest to the Company which shall be charged by the Company at the rate of 15% per annum for the first ninety (90) days from the due date and at the rate of 18% per annum after the expiry of the said period of ninety days. In case, the Allottee fails to pay two consecutive instalments within the stipulated period, the

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Raj Singh
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allotment of the said apartment shall automatically stand 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 deduct the non-refundable amount and refund the balance amount (if any) to the Allottee without any interest and compensation, after realization of money from resale/re-allotment to any other party. The company may condone the delay by charging the interest as mentioned above. However, this will be the sole discretion of the Company only.

9. Construction of the Said Apartment/Said Tower/Said Complex

The Allottee has seen and accepted the schedule of payments, (as given in annexure) tentative typical apartment plans/building plans/layout plans given in Annexure-VI and tentative specifications (as given in Annexure-V). The Company may at its sole discretion or as may be directed by any competent authority(ies) or due to Force Majeure conditions, carry out, such additions, alterations, deletions and/or modifications in the floor plans, building plans, Complex Layout Plan, specifications, etc., including but not limited to the change in the position of the said Apartment, change in the number of the said Apartment, change in the area and/or change in the dimension of the said Apartment at any time thereafter till the grant of occupation certificate by the competent authority with respect to the said complex. The issuance of the occupation certificate shall be the conclusive evidence that the construction of the Said Complex is fully completed in accordance with the plans and specifications as annexed to this Agreement as Annexure-V or any modifications thereof. The Allottee agrees and understands that the construction will commence only after all necessary approvals are received from the concerned authorities including MoEF.

10. Alteration/Modification in the Area

In case of any alterations/modifications in the area an/or including as mentioned in the clause above, resulting in increase/decrease of more than 10% in Total Sale Price (TSP) of the said Apartment or material/substantial change in the sole opinion of and as determined by the Company, in the construction and development of the said complex in the specification of the material to be used in the Said Apartment, any time prior to the grant of occupation certificate, the Company shall intimate in writing to the Allottee the proposed changes thereof and the resultant change, if any, in the Total Sale Price of the Said Apartment to be paid by the Allottee. The Allottee agrees 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 the Allottee within thirty (30) days of the dispatch of notice of such changes, then the Allottee 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 the Allottee of the proposed changes, then the Company may either decide not to go ahead with the proposed changes or may decide to cancel this Agreement without further notice and refund the entire money received from the Allottee with interest @ 6% per annum within ninety (90) days from the date of receipt of objections from the Allottee by the Company. In case, the Company decides to cancel the Agreement, the Company shall be released and discharged from all its obligations and liabilities under this Agreement and the Allottee shall have no right, interest or claim of any nature whatsoever on the Said Apartment and the Company shall be free to allot/sell/transfer the said apartment to any third party or to deal with the

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same in any manner whatsoever. The Company shall have no other liability except to refund the amount as stated above.

The Allottee agrees and understands that in case the Company is able to get additional FAR/FSI, the Company shall have the sole right to utilize the additional FAR/FSI in the manner it may deem fit including but not limited to, by making additional floors to the Said Tower or making additional buildings in and around the land of the Said Complex 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 systems in the Said Complex. The Allottee acknowledges that he has not made any payment towards the additional FAR/FSI and shall have no right to object to any of such construction activities carried on, in the Said Complex.

11(a)

Schedule for possession of the Said Apartment

Subject to the other terms of this Agreement 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 may be applicable, The Company shall endeavour to complete the construction of Tower F, G, H, J & K by 30th September, 2013, Tower C, D, & E by 31st March, 2014 and tower A & B by 31st March, 2015, which may vary by + 3 months. Thereafter, the Company shall offer the possession of the said Apartment to the Allottee, subject to the terms and conditions of this Agreement. In case of delay except due to Force Majeure conditions and due to the reasons mentioned in Clause 11(b) and (c), herein below 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 Allottee, which both the parties agree a just and equitable estimate of the damages that the Allottee may suffer. The Allottee agrees that he shall have no other rights/claims whatsoever, provided the Allottee is not in breach of any of the terms of this Agreement. The adjustment of such compensation shall be done at the time of execution of the Sub-Lease deed.

(b)

Delay due to reasons beyond the control of the Company

If the possession of the Said Apartment is delayed due to Force Majeure conditions, then the Company shall be entitled to the extension of time for the delivery of possession of the Said Apartment. The Company during the continuance of the Force Majeure reserves the right to alter or vary the terms and conditions of this Agreement 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 the Allottee shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.

The Allottee agrees and understands that if the Force Majeure condition continues for a long period, then the Company alone at its own judgement and discretion may terminate this Agreement and in such case only the liability of the Company shall be to refund the amount without any interest or compensation whatsoever. The Allottee agrees that he 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 this agreement with effect from the date of such refund.

(c) Failure to deliver possession due to Government rules, orders, notifications etc.

If the Company is unable to complete the construction/development of the Said Apartment/Said Tower/Said Complex due to any government/regulatory authority's

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clause on the condition that the Allottee shall pay to the Company liquidated damages @ Rs 5/- per sq ft of the Built up Area per month for any delay of full one month or any part thereof in taking possession of the Said Apartment for the entire period of delay. The Allottee acknowledges that the liquidated damages stipulated above are just, fair and reasonable which the Company will suffer on account of delay in taking possession of the Said Apartment by the Allottee. On such condonation and after receiving entire amount of liquidated damages together with all other amounts due and payable under this Agreement (alongwith due interest, if any, thereon) the Company shall hand over the possession of the Said Apartment to the Allottee. For the avoidance of any doubt it is clarified that these liquidated damages are in addition to maintenance or any other charges as may be specified. Further, the Allottee agrees that in the event of his failure to take possession of the Said Apartment within the time stipulated by the Company in its notice, the Allottee shall have no right or claim in respect of any item of work in the Said Apartment which the Allottee may allege not to have been carried out or completed or in respect of any design specifications, building materials or any other reason whatsoever and the Allottee shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the Said Apartment/Said Tower/Said Complex.

14. The Allottee agrees and understands that if the Company is unable to give possession within the period as mentioned above or such extended period as permitted under this Agreement, due to reasons other than those mentioned in this Agreement, then the Company shall to pay only to the Allottee and not to anyone else, subject to the Allottee, not being in default under any terms of this Agreement, a compensation @ Rs.10/- per sq. ft of the Built Up Area of the Said Apartment per month for the period of such delay. The adjustment of such compensation shall be made only at the time of the execution of the Sub-Lease Deed of the Said Apartment to the Allottee first named under this Agreement and not earlier.

15. Abandonment

The Allottee agrees and understands 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 Agreement shall stand terminated and the Allottee shall be entitled to refund of the amount along with 6% interest 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.

16. Maintenance of the Said Complex/Said Tower

In order to provide necessary maintenance services, upon the completion of the Said Complex/Said Tower, the maintenance of the Said Complex/Said Tower may be handed over to the Maintenance Agency. The allottee agrees to execute Maintenance Agreement (draft given in annexure VII to this Agreement which is merely an indicative agreement). The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The Company/Maintenance Agency reserves the right to change, modify, amend any one or more of the terms and conditions and/or impose additional conditions in the Maintenance Agreement at the time of its final execution.

17. Fixation of Maintenance Charges

The Maintenance Charges shall be more elaborately described in the Maintenance Agreement. The Maintenance Charges shall be levied and payable from the date of occupancy certificate or the date of offer of possession of the apartment, whichever is later and the Allottee undertakes to pay the same promptly. It is agreed by the

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Allottee that the payment of the Maintenance Charges will be applicable whether the possession of the said Apartment is taken or not by the Allottee.

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 and adjusted in the maintenance bills of the subsequent financial year. The estimates of the Maintenance Agency shall be final and binding on the Allottee. The Allottee agrees and undertakes to pay the maintenance bills on or before due date as intimated by the Maintenance Agency. The period of Maintenance Charges and the charges for actual consumption of utilities in the said Apartment including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis or such other periods as specified by the Maintenance Agency and any statutory payments, taxes etc. with regard to the said Apartment/Said Tower/Said Complex.

18. Interest Bearing Maintenance Security (IBMS)

In order to secure adequate provision of the maintenance services and due performance of the Allottee in paying promptly the Maintenance Charges as raised by the Maintenance Agency, the Allottee agrees to deposit, as per the schedule of payment given in annexure III 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 Apartment. In case the Allottee fails to pay Maintenance Charges then (a) the Allottee shall not be entitled to avail any maintenance services and (b) 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. If due to such adjustment in the principal amount, the IBMS fall below the agreed sum of Rs.25/Sq. ft. of the Built up Area of the Said Apartment, then the Allottee hereby undertakes to make good 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 keeping in view the increase in the cost of maintenance services and the Allottee agrees to pay such increases within fifteen (15) days of written demand to the Company/Maintenance Agency. If the Allottee fails 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 this Agreement be cancelled without any notice to the Allottee and to adjust the shortfall from the sale proceeds of the Said Apartment and refund to the Allottee the balance of the money realized from such sale after deducting there from the Earnest Money and Non Refundable Amounts. It is made specifically clear and it is so agreed by and between the parties hereto that this part of the Agreement relating to IBMS as stipulated in this clause shall survive the Sub-Lease of title in favour of the Allottee and the Company/Maintenance Agency shall have first charge/lien on the Said Apartment in respect of any such non-payment of shortfall/increases, as the case may be.

The Company shall at its sole discretion have the right to refund/offer to refund in full and final settlement of the IBMS or transfer to the Maintenance Agency, after adjusting therefrom any outstanding Maintenance Charges and/or other outstanding of the Allottee 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 claims, if any, of the Allottee on account of the same. It is hereby specifically agreed by the Allottee 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 the Allottee 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.

The Allottee has specifically agreed that the allotment of the Said Apartment shall be subject to strict compliance of a code of conduct that may be determined by the Company/Maintenance Agency for occupation and use of the Said Apartment and such other conditions as the Company/Maintenance Agency may deem fit from time to time which may include but not limited to usage of the Said Apartment, operation hours of various maintenance services, general compliances for occupants of the Said Apartment, regulation as to entry/exit of the visitors, invitees, guests, security, interiors/fit outs, etc. It is clarified that the code of conduct as may be specified by the Company/Maintenance Agency is always subject to change by the Company/Maintenance Agency.

19. Right to enter the Said Apartment for repairs/maintenance

The Allottee 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 IV, and parking spaces as listed in Part D of annexure IV for providing necessary maintenance services. The Allottee acknowledges that the Maintenance Agency shall have the right to enter into the Said Apartment or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Apartment or the defects in the Said Apartment above or below the Said Apartment. Any refusal of the Allottee to such right to entry will be deemed to be a violation of the terms of this Agreement and the Company shall be entitled to take such actions as it may deem fit.

20.(a) Use of the Said Apartment

The Allottee shall not use the Said Apartment for any purpose other than for residential purpose; or use the same in a manner that may cause nuisance or annoyance to the other Apartment owners or residents of the Said Complex ; or for any commercial or illegal or immoral purpose; or to do or cause anything to be done in or around the said Apartment which tends to cause interference to any adjacent plot(s)/apartment(s)/building(s) or in any manner interfere with the use of roads or amenities available for common use. The Allottee shall indemnify the Company against any action, damages or loss due to misuse for which the Allottee/occupant 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 the Allottee shall not have any right to object or cause any hindrance to the same or make any claims on this account.

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

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As and when any plant & machinery within the Said Complex including but not limited to DG sets, electric sub-stations, pumps, fire fighting equipments, any other plants/equipments of capital nature etc. require replacement, upgradation, additions etc. the cost thereof shall be contributed by all the allottee in the said Complex, as the case may be on pro-rata basis as specified in this Agreement. 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 the Allottee agrees to abide by the same.

22. Insurance of the Said Apartment

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

23.(a) Use of basement and service areas

The basement(s) 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, fire fighting pumps and equipments etc. and other permitted uses as per zoning plans/building plans. The Allottee 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 this Agreement by the Allottee.

(b) Payments, deposits and charges for bulk supply of electrical energy.

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 the Allottee undertakes 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 the Allottee and the Sub-Lease of the Said Apartment may be withheld by the Company till the full payment thereof received by the Company. Further, the Allottee agrees that the Company shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the said Apartment till the full payment of such deposits and charges is received by the Company or the Maintenance Agency. Further, in case of bulk supply of electrical energy, the Allottee agrees 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 executed by the Allottee is attached as annexure IX to this

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(Authorised Signatory)

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Agreement. The Allottee agrees to pay increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Company from time to time. General compliance with respect to the Said Apartment

24. The Allottee shall, after taking possession or after the expiry of period as stipulated in Clause 12, be solely responsible to maintain the Said Apartment at his own cost, in a good repair and condition and shall not do or suffer to be done anything in or to the Said Apartment, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Apartment not in any way damaged or jeopardized. The Allottee 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. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The non-observance of the provisions of this clause shall entitle the Company or the Maintenance Agency, to enter the Said Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expenses of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

25. Compliance of laws, notifications etc. by Allottee

The Allottee is entering into this Agreement for the allotment of the Said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Complex Project. The Allottee hereby undertakes to comply with and carry out, from time to time after taking possession of the Said Apartment all the requirements, requisitions, demands and repairs which are required by any development authority/Noida authority/government or any other competent authority in respect of the Said Apartment at his own cost and keep the Company indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

26. Alterations of unsold units

The Company shall have the right to make, any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold apartment within the Said Complex and the Allottee shall have no right to raise objection or make any claims on this account.

27. School(s), Shops, Commercial Premises etc.

The Allottee agrees that if the Company is directed by the competent authority to 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 this Agreement that the Allottee 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, the Allottee hereby agrees not to have any claim or right to 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

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(Authorised Signatory)

*Brij Singh
Anupesh Singh*

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- the operation and management of shops, club/convenient shopping centre, school(s), commercial premises/buildings etc.
28. Right of the Company to make additional floors/constructions in/on the Said Tower/Said Complex
The Allottee agrees and acknowledges that the Company shall have the right to make additions to or put up additional structures in the Said Complex as may be permitted by the competent authorities or as may be constructed in pursuance of additional FAR/FSI, if any, and such additional structures 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. Such additional structures shall be the sole property of the Company and the Company will be entitled to deal with it as its may deem fit without any interference on the part of the Allottee. The Allottee agrees that the Company, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures with the existing electric, water, sanitary and drainage sources of the Said Complex. The Allottee further agrees and undertakes that the Allottee shall after taking possession of the Said Apartment or at any time thereafter shall have no right to object to the Company constructing or continuing with the construction of the other building(s)/blocks outside/adjacent to or inside the Said Complex or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the Company, on the ground that the infrastructure required for the Said Complex is not yet completed. Any violation of this condition shall entitle the Company to seek remedies provided under this Agreement in cases of breach, non-payment, defaults etc.
29. Company's right to raise finance
The Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the Said Tower/Said Complex/Said Land subject to the condition that the Said Apartment shall be free from all encumbrances at the time of execution of Sub-Lease Deed. The Company/financial institution/bank, as the case may be, may always have the first lien/charge on the Said Apartment for all their dues and other sums payable by the Allottee or in respect of any loan granted to the Company.
30. Agreement sub-ordinate to mortgage by the Company
The Allottee agrees that no lien or encumbrance shall arise against the Said Apartment as a result of this Agreement or any money deposited hereunder by the Allottee. In furtherance and not in derogation of the provisions of the preceding sentence the Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrance(s) shall not constitute an objection to the title of the Said Apartment or excuse the Allottee from making payment of the Total Sale Price and other charge, deposits, securities etc. of the Said Apartment or performing all the allottee(s) other obligations hereunder or be the basis of any claim against or liability of the Company provided that at the time of the execution of the Sub-Lease Deed with respect to the Said Apartment shall be free-and clear of
31. all encumbrances, lien and charges whatsoever. In case, the Allottee has opted for long term payment plan arrangement with any financial institutions/banks the Sub-Lease Deed of the Said Apartment shall be executed in favour of the Allottee, only on the Company receiving no objection certificate from such financial institutions/banks.
32. Company's charge on the Said Apartment
The Allottee agrees that the Company shall have the first charge/lien on the Said Apartment for the recovery of all its dues payable by the Allottee under this Agreement and such other payments as may be demanded by the Company from time to time. Further, the Allottee agrees that in event of his failure to pay such dues as afore-stated, the Company will be entitled to enforce the charge/lien by selling the Said Apartment to recover and receive the outstanding dues out of the sale proceeds thereof.
33. Purchase not dependent on financial contingency
The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Said Apartment pursuant to this Agreement is not to be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound under this Agreement whether or not the Allottee has been able to obtain financing for the purchase of the Said Apartment.
34. Binding effect
Forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the Company or the Allottee until copy of this Agreement executed by the Company through its authorized signatory is delivered to the Allottee within thirty (30) days from the date of receipt of this Agreement by the Company from the Allottee. If the Allottee fails to execute and deliver to the Company this Agreement within thirty (30) days from the date of its dispatch by the Company, then at the sole discretion of the Company, the Application of the Allottee shall be treated as cancelled and the Earnest Money paid by the Allottee shall stand forfeited.
35. Agreement not assignable
The Allottee agrees that the allotment of the Said Apartment is not assignable nor the name of the Allottee can be added, substituted and/or deleted for a period of one(1) year from the date of booking. However, after expiry of one year, the Company may, at its sole discretion, on such terms and conditions and subject to the applicable laws and notifications or any governmental direction, permits the Allottee to get the name of his nominee substituted, added and/or deleted in his place. The Company at the time of granting permission may impose such terms and conditions and charges as per its discretion. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such addition, deletion and/or substitution.
- Entire agreement
The Allottee agrees that this Agreement including the preamble along with its annexures and the terms and conditions contained in the Application constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the parties hereto. The terms and conditions of the Application shall continue to be binding on the Allottee save and except in case where the terms and conditions of the Application are at variance with the terms and conditions of this Agreement in which case the terms and

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Forje Singh
Amritesh Singh

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For RG Residency Pvt. Ltd.

(Authorised Signatory)

Forje Singh
Amritesh Singh

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- conditions of this Agreement shall prevail and shall supersede. This Agreement 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 Agreement duly signed by and between the parties.
36. Right to amend Annexure
The Company further reserves the right to correct, modify, amend or change all the annexures attached to this Agreement and also annexures which are indicated to be tentative at any time prior to the execution of the Sub-Lease Deed of the Said Apartment.
37. Agreement specific only to the Said Apartment
The Allottee agrees that the provisions of this Agreement, Maintenance Agreement, and those contained in other annexures are specific and applicable to the Said Apartment and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any court(s), forum(s) involving any other apartment(s)/project(s) of the Company or its associates/subsidiaries, or partnership firms in which the Company is partner or interested.
38. Provisions of this Agreement applicable on the Allottee/subsequent allottee(s)
All the provisions contained herein and the obligations arising hereunder in respect of the Said Apartment/Said Tower/Said Complex shall equally be applicable to and enforceable against any and all the occupiers, tenants, licensees and/or subsequent purchasers/assignees of the Said Apartment, as the said obligations go along with the Said Apartment for all intents and purposes.
39. Waiver not a limitation to enforce
Without prejudice to the right/remedies available to the Company elsewhere in this Agreement:
- (a) The Company may, at its sole option and discretion, waive in writing the breach by the Allottee of not making payments as per the schedule of payments given in annexure III but on the condition that the allottee shall pay to the Company interest which shall be charged for the first ninety (90) days after the due date @ 15 % per annum and for all periods of delay exceeding first ninety (90) days after the due date an additional interest @ 3 % per annum (total interest 18 % per annum only). It is made clear and so agreed by the Allottee that exercise of discretion by the Company in the case of one allottee shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in the case of other allottees.
 - (b) Failure on the part of the Company to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
40. Severability
The Allottee agrees and understands that if any provision of this Agreement is determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
41. Captions/Headings
The captions/headings in this Agreement are for easy reading and convenience and are
42. Method of calculation of proportionate share wherever referred to in the Agreement
Unless repugnant to the context, wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with the other allottees in the Said Complex, the same shall be the proportion which the Built up Area of the Said Apartment bears to the total built up area of all the apartments, and other buildings in the Said Complex.
43. Force Majeure
The Company shall not be liable to perform any of its obligations or undertakings provided in this Agreement if such performance is prevented due to Force Majeure conditions or continuance of any Force Majeure condition(s).
44. 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 the Allottee if the Company's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee agrees to keep the Company fully informed at all times in this regard.
45. Indemnification
The Allottee hereby covenants with the Company to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement 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 this Agreement. This will be in addition to any other remedy provided in this Agreement and/or available in law.
46. Brokerage
The Allottee shall bear the expenses including commission or brokerage to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the Said Apartment. The Company shall in no way, whatsoever, be responsible or liable for such payment, commission or brokerage nor the Allottee has the right to deduct such charges from the Total Sale Price and other charges payable to the Company for the Said Apartment. Further, the Allottee 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 behalf of the Allottee, then the Company shall retain the amount of brokerage as part of the Non Refundable Amounts in case of cancellation of allotment or otherwise.

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Jyoti Singh
Anandesh Singh

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For RG Residency Pvt. Ltd.

(Authorised Signatory)

Jyoti Singh
Anandesh Singh

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Company only after realizing amount on further sale/resale to any other party and without any interest or compensation whatsoever to the Allottee. 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 the Allottee.

54. Governing Law

It is clarified that the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

55. Official Language

English is the official language of this Agreement. Documents or notices that are not in English shall have no effect under this Agreement. 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 Agreement or any document or notice contemplated by this Agreement shall control in any conflict with any version of such writing that is not in English.

56. Dispute Resolution by Arbitration

All or any disputes arising out of or relating to or concerning or touching this Agreement including the interpretation and validity of the terms thereof shall be referred by any party to a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi. The Allottee shall have no objection to such appointment even if the person is appointed, as the sole arbitrator, is an employee or advocate of the Company or is otherwise connected to the Company. The parties agree that no other person shall have the power to appoint the arbitrator. The Courts at Delhi alone and the Delhi High Court at New Delhi shall have the jurisdiction.

IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate and triplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures.

SIGNED AND DELIVERED BY THE WITHIN NAMED COMPANY

IN THE PRESENCE OF WITNESS

For RG Residency Pvt. Ltd.



(Authorised Signatory)

1. Signature: Rupali

Name: Ronit Gupta

Address: 501, RG Residency Tower
Netaji Subash Place

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE: (INCLUDING JOINT ALLOTTEES)

IN THE PRESENCE OF WITNESS



2. Signature: Mohit Dhiman

Name: Mohit Dhiman

Address: D-8, Sector 49,
Noida - 201301, UP

For RG Residency Pvt. Ltd.



(Authorised Signatory)



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ANNEXURE - II
DEFINITIONS

Built Up Area

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

Super Built Up Area

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

The above multiplication factor is uniform and constant and is only for the commercial reasons and agreed between the Company and Allottee and which the Allottee agrees is fair and reasonable and that the same would not be questioned at any time by the Allottee till the Allottee remains in occupation of the Said Apartment. The Allottee has made himself fully aware of the aforesaid multiplier and hereby confirms that he has no objection and has no relationship to any physical parameter within or outside the Said Tower/Building or any practice generally understood, accepted or followed in general property transaction.

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

The above definitions are only for commercial reasons which the Allottee agrees are fair and reasonable and the same would not be questioned in future by the Allottee. The sale price and maintenance charges are payable on the basis of built up area only.

Open Terraces

Built Up Area of the Said Apartment provided with exclusive open terrace(s) (if any) shall also include 50% of Area of such open terrace of the Apartment. The Allottee, however, shall not be permitted to cover such terrace(s) and shall use the same as open terrace and in no other manner whatsoever.

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

- Sites for shops.
- Sites/Buildings/Area of Community facilities/Amenities like Club/Community Centers, Creche, Health Centres, Police Posts, Electric Sub-station etc.
- Roof/top terrace above-apartments excluding exclusive terraces allotted to apartments/Penthouses.
- 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 Agreement does not give any right, title or interest in Common Areas to the Allottee except the right to use these Areas by sharing with other occupants/allottees in the Said Tower subject to the timely payment of maintenance charges.

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Pooja Singh
Amritesh Singh
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ANNEXURE - III
PAYMENT PLAN

| | |
|-----------------|---------------------|
| Customer Code | : RG/RES/01579 |
| Customer Name | : MRS. POOJA SINGH |
| Joint Applicant | : MR. AMITESH SINGH |
| Apartment No | : H-12A02 |

| Date | Particulars | % of TSP | Amount (In Rs.) |
|-----------|---|----------|---------------------|
| 17-Jul-11 | REGISTRATION MONEY AT THE TIME OF BOOKING | 3.00 | 132,901.00 |
| 27-Jul-11 | EARNEST MONEY-WITHIN 10 DAY OF BOOKING (INCLUDING REG. MONEY) | 7.00 | 310,102.00 |
| 16-Aug-11 | 1st INSTALLMENT WITHIN 30 DAYS FROM THE DATE OF BOOKING | 15.00 | 664,505.00 |
| 15-Sep-11 | 2nd INSTALLMENT ON START OF FOUNDATION OR WITHIN 60 DAYS OF BOOKING WHICHEVER IS LATER | 10.00 | 443,003.00 |
| 15-Oct-11 | 3rd INSTALLMENT ON LAYING OF BASEMENT ROOF SLAB OR WITHIN 90 DAYS OF BOOKING WHICHEVER IS LATER | 10.00 | 443,003.00 |
| 15-Nov-11 | 4TH INSTALLMENT ON LAYING OF 1ST FLOOR ROOF SLAB OR WITHIN 120 DAYS OF BOOKING WHICHEVER IS LATER | 7.50 | 332,253.00 |
| 15-Dec-11 | 5TH INSTALLMENT ON LAYING OF 4TH FLOOR ROOF SLAB OR WITHIN 150 DAYS OF BOOKING WHICHEVER IS LATER | 7.50 | 332,253.00 |
| | 6TH INSTALLMENT ON LAYING OF 8TH FLOOR SLAB | 7.50 | 332,253.00 |
| | 7TH INSTALLMENT ON LAYING OF 12TH FLOOR SLAB | 7.50 | 332,253.00 |
| | 8TH INSTALLMENT ON LAYING OF 16TH FLOOR SLAB | 5.00 | 221,502.00 |
| | 9TH INSTALLMENT ON LAYING OF 20TH FLOOR SLAB | 5.00 | 221,502.00 |
| | 10TH INSTALLMENT ON LAYING OF TOP/TERRACE FLOOR SLAB | 5.00 | 221,502.00 |
| | 11th INSTALLMENT ON START OF EXTERNAL PLASTER | 5.00 | 221,502.00 |
| | 12TH & FINAL INSTALLMENT + OTHER CHARGES ON OFFER OF POSSESSION | 5.00 | 221,498.00 |
| | TOTAL | | 4,430,032.00 |

Note:

- For payment of installment, construction stages referred above represents the construction stages of the respective tower in which the Apartment of the allottee is located.
- Besides above:-
 - Interest Bearing Maintenance Security @ Rs. 25/- per Sq. Ft. of built up area extra, payable at the time of Possession:- Rs.30,050.00
 - Other charges like Monthly maintenance charges(MMC), Cost of Dual Electricity Meter, Stamp Duty & Registration Charges for the transfer of apartment in the favor of allottee as mentioned in Application of Allotment are payable at the time of Possession.
 - The Service Tax amount shall be charged extra as per applicable rates.

For RG Residency Pvt. Ltd.

Auth. Signatory

Pooja Singh
Amritesh Singh
X

For RG Residency Pvt. Ltd.

(Authorised Signatory)

ANNEXURE - III A
DETAILS OF SALE PRICE

| Name Of Project | RG RESIDENCY, PLOT NO. GH-02, SECTOR-120, NOIDA, U.P. | | | |
|------------------|---|-------------------------------|-------------------------------------|------|
| Name Of Customer | MRS. POOJA SINGH and MR. AMITESH SINGH | | | |
| Customer Code | RG/RES/01579 | | | |
| Property Details | Unit No- H-12A02 | Floor - Thirteen Floor | Tower - Tower H | |
| Parking No | PR-H-12A02 | | | |
| Total Sale Price | Rs.4,430,032/- | | | |
| Property No. | Type | Built Up Area Sq Mtr.(Sq.Ft.) | Super Built Up Area Sq Mtr.(Sq.Ft.) | NOS. |
| H-12A02 | 3 BHK +2 T | 111.67 (1202) | 139.59 (1503) | |
| PR-H-12A02 | Car Parking | | | 1 |

Summary of Dues

| Head | Description | Rate per Sq.Ft. of Built Up Area | Due Amount |
|----------------|------------------|----------------------------------|-------------------------|
| BSP | Basic Sale Price | ----- | Rs.4,249,732.00 |
| PLC | Floor | Rs. 100.00 | Rs.120,200.00 |
| Additional PLC | Green Facing | Rs. 50.00 | Rs.60,100.00 |
| Parking | In Basement | NIL | NIL |
| Total | | | Rs. 4,430,032.00 |

Note: Besides above:-

- a) Interest Bearing Maintenance Security @ Rs. 25/- per Sq. Ft. of built up area extra, payable at the time of Possession
Rs. 30,050.00
- b) Other charges like Monthly Maintenance Charges (MMC), Cost of Dual Electricity Meter, Stamp Duty & Registration Charges for the transfer of apartment in the favor of allottee as mentioned in Application of Allotment are payable at the time of Possession.
- c) The Service Tax amount shall be charged extra as per applicable rate.

For RG Residency Pvt. Ltd.
Auth. Signatory

[Signature]

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Pooja Singh
Amitesh Singh

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ANNEXURE - IV

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 mumties.
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 RG Residency.

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 under any apartment |
| 2. Underground Domestic & fire water tanks and pump room & pumps with accessories |] | Building or any other suitable location in RG Residency |
| 3. Electric sub-station/transformers/Electrical Panels |] | |
| 4. Fan rooms |] | |
| 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

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Pooja Singh
Amitesh Singh

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specifically excluded from the scope of this Agreement and the Allottee agrees and confirms that the ownership of such lands, areas, facilities and amenities shall vest solely with the Company, its associates and the Company shall have the absolute discretion and the right to decide their usage, manner and method of disposal etc.

PART-D

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

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

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.

For RG Residency Pvt. Ltd.


(Authorised Signatory)

Anupesh Singh
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ANNEXURE-V

SPECIFICATION

FLOORS

- | | |
|---|---|
| Drawing/Dining Room/ Bedroom/Study/Kitchen | Vitrified tiles Brand Kajaria/Nitco or imported equivalent |
| Toilet (Master Bedroom)/Toilet (Other Bedroom)/Balconies | Anti Skid Ceramic Tiles Brand Kajaria/Nitco or imported equivalent. |
| Master Bedroom | Laminated Wooden Flooring |
| Entrance/Lift Lobby/Corridors | Combination of Marble/Stone/Granite |

WALLS

- | | |
|---|---|
| Drawing/Dining Room/Master Bedroom/Bedroom/Study | Acrylic Emulsion Paint Brand Berger/Asian or Equivalent |
| Toilet(Master Bedroom)/Toilet (Other Bedrooms)/Kitchen | Combination of Ceramic tiles. Brand Kajaria/Nitco or Imported equivalent & Oil bound Distemper. |
| Entrance/Lift Lobby Corridors | Vanity Mirror. |

CEILINGS

- | | |
|--|---------------------------|
| Drawing/Dining Room/ Entrance/Lift Lobby/Corridors | POP with Designer Cornice |
| Master Bedroom/Bedroom/Study/ Toilet(Master Bedroom)/Toilet (Other Bedrooms)/Kitchen/Balconies | POP |

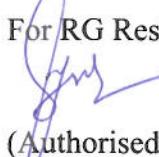
INTERNAL DOORS

- | | |
|---|----------------------------|
| Drawing/Dining Room/Master Bedroom/Bedroom/Study/ Toilet (Master Bedroom)/ Toilet (Other Bedrooms) | Skin Moulded Paneled doors |
|---|----------------------------|

EXTERNAL DOORS & WINDOWS

- | | |
|---|--|
| Drawing/Dining Room | Decorative solid hard wood entry door. Powder coated Anodized Aluminium or UPVC glazed Balcony doors & windows with wire mesh shutter. |
| Master Bedroom/Bedroom/Study/ Toilet (Master Bedroom) Toilet (Other Bedrooms/Kitchen) | Powder coated Anodized Aluminium or UPVC glazed Balcony doors & windows with wire mesh shutter. |

For RG Residency Pvt. Ltd.


(Authorised Signatory)

Anupesh Singh
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ELECTRICAL FITTINGS

Drawing/Dining Room/ Modular electrical switches
 Master Bedroom/Bedroom/Study/ Brand Anchor/Clipsal or Equivalent
 Toilets/Kitchen

WARDROBE

Master Bedroom/Bedroom Wooden Wardrobe with Laminated Door Shutters

FIXTURES & FITTINGS

Toilet (Master Bedroom)/ White Chinaware : Hindware/Cera or equivalent,
 Toilet (Other Bedrooms) Single Lever C.P. fittings: Jaguar or equivalent
 Kitchen Modular Kitchen complete with overhead cabinets,
 Granite Working platform & Stainless Steel Sink
 and RO : Inasla/Kent or equivalent

EXTERNAL FINISH

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

SECURITY SYSTEM

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

FACILITY CENTRE

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

* Servant Room, where applicable

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

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

For RG Residency Pvt. Ltd.

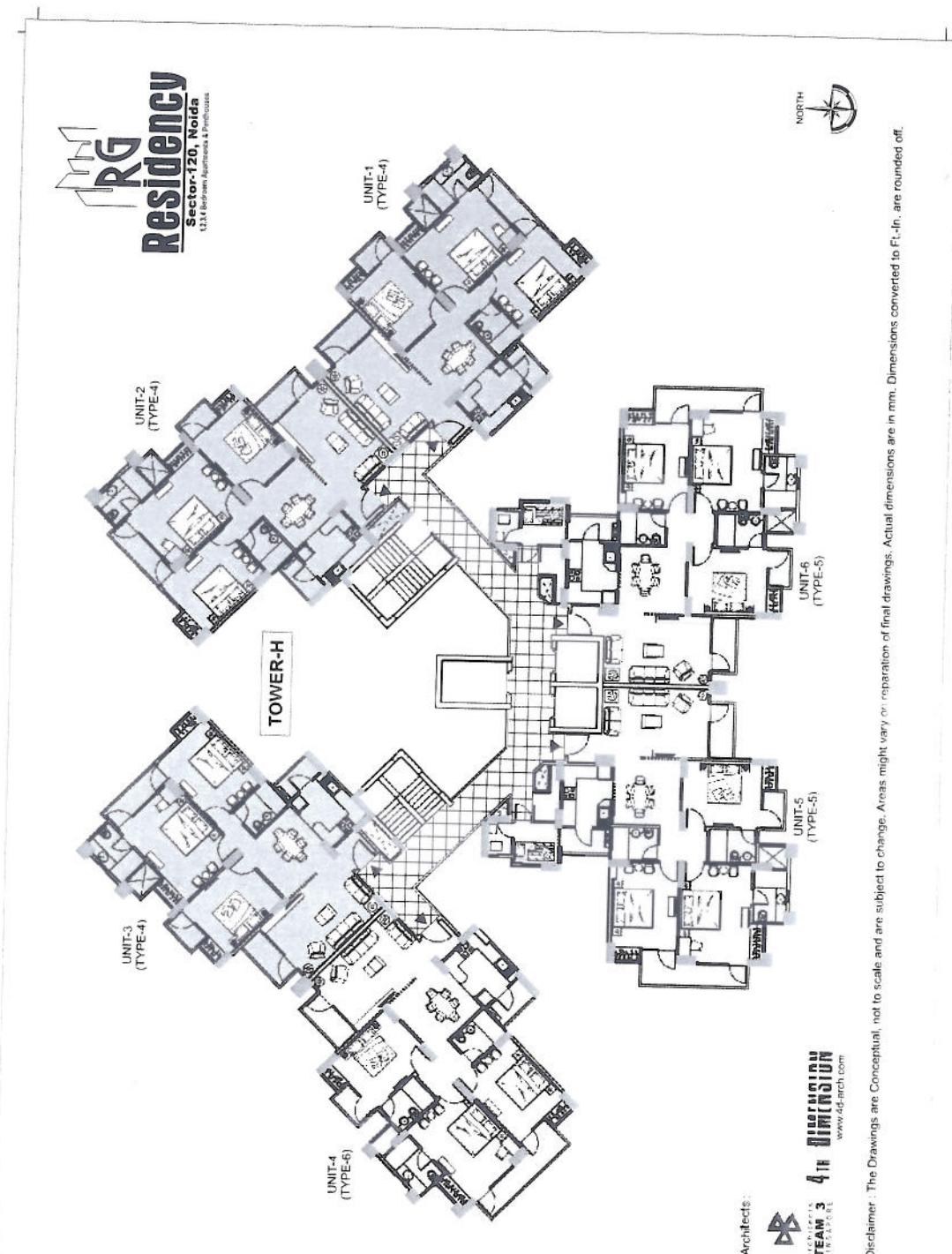
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Bogja Singh
Anup Singh

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ANNEXURE-VI

TENTATIVE FLOOR PLAN



Disclaimer: The Drawings are Conceptual, not to scale and are subject to change. Areas might vary on preparation of final drawings. Actual dimensions are in mm. Dimensions converted to Ft.-In. are rounded off.
www.d-mrc.com

Architects:
4TH DIMENSION
TEAM 3
 FIVE STARS

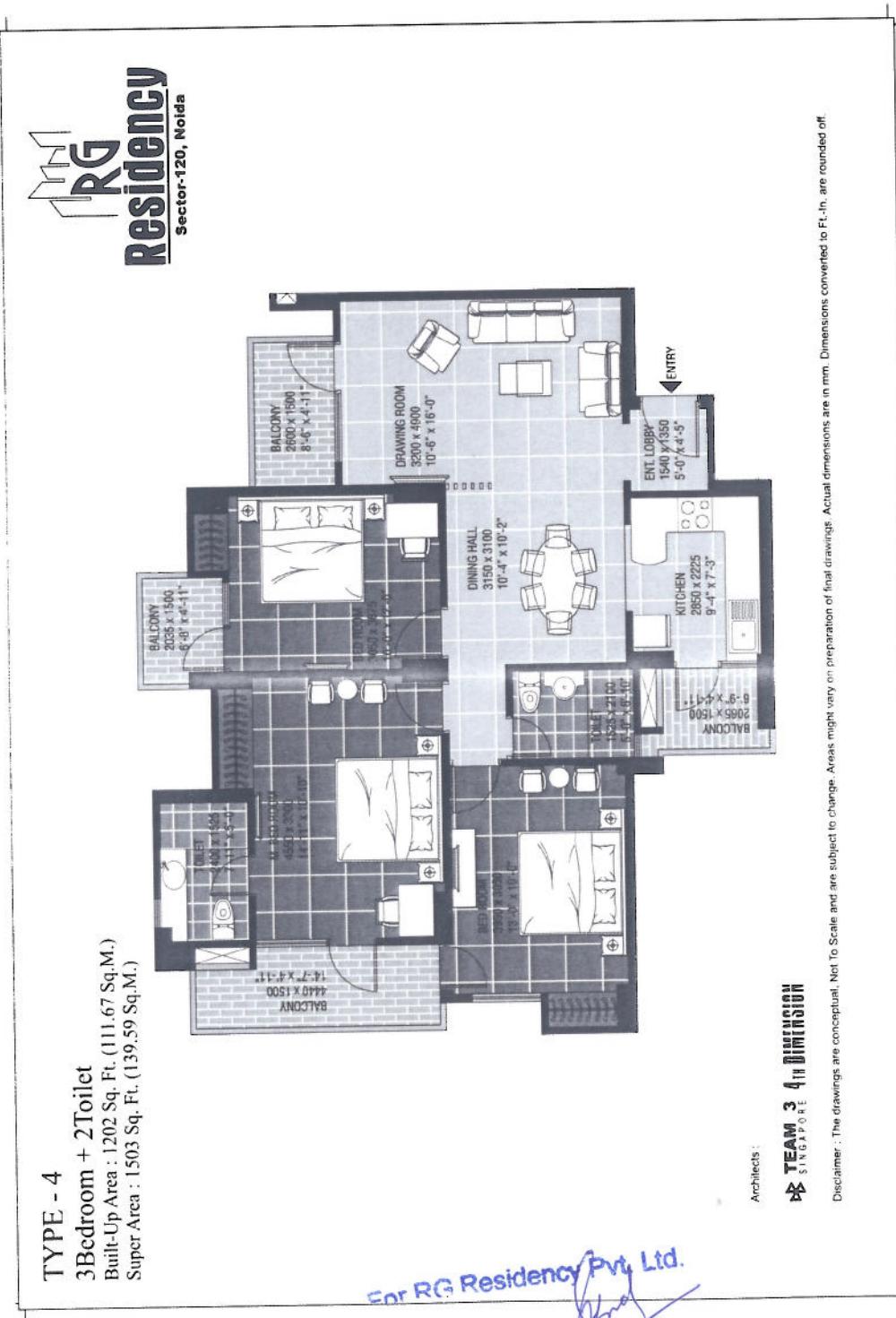
For RG Residency Pvt. Ltd.

(Authorised Signatory)

Bogja Singh

Bogja Singh
Anup Singh

ANNEXURE-VI A
TENTATIVE APARTMENT PLAN



For RG Residency Pvt. Ltd.

(Authorised Signatory)

Boje Singh
Anupesh Singh

ANNEXURE-VII
(DRAFT OF MAINTENANCE AGREEMENT)

(This Draft of Tripartite Maintenance Agreement is tentative which is merely an indicative to acquaint the allottee and it will be executed at the time of handing over of the possession. The present Draft of Tripartite Maintenance Agreement will be filled at the time of execution of the Maintenance Agreement at the time of handing over of the possession.)

This MAINTENANCE AGREEMENT ('this Maintenance Agreement') is made at Delhi on this _____ day of _____, 20____ by and

AMONGST

1) M/s. RG Services Private Limited, a Company incorporated under the Companies, Act, 1956, having its registered office at G-01, RG City Centre, Plot SU, LSC, B-Block, Lawrence Road, Delhi-110035 through its duly Authorized Signatory Mr./Mrs. S/W/o Mr. _____, R/o _____

who has been empowered by the Board of Directors vide Board Resolution dated _____ to sign this Agreement (hereinafter referred to as 'Maintenance Agency', which expression shall, unless repugnant to the context or meaning thereof, include its successors, authorized representatives, executors, administrators, assigns), of the FIRST PART;

AND

2) (I) Shri.Smt. _____ S/W/D/o Shri _____

Resident of _____

(II) Shri.Smt. _____ S/W/D/o Shri _____

Resident of _____

(*To be filled up in case of Joint purchasers)

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

AND

3) M/s. RG Residency Private Limited, a Company incorporated under the Companies, Act, 1956, having its registered office at 501, RG Trade Tower, Plot No. B-7, Netaji Subhash Place, Pitampura, Delhi-110034 through its duly Authorized Signatory Mr./Mrs. S/W/o Mr. _____, R/o _____ who

has been empowered by the Board of Directors vide Board Resolution dated _____ to sign this Agreement (hereinafter referred to as 'Confirming Party', which expression shall, unless repugnant to the context or meaning thereof, include its successors, authorized representatives, executors, administrators, assigns), of the THIRD PART;

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Boje Singh
Anupesh Singh

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

WHEREAS:

WHEREAS the Confirming Party has constructed/developed a multi-storied Group Housing Project under the name and style of "RG Residency" situated at Plot No. GH-02, Sector-120, Noida (Uttar Pradesh) (hereinafter referred to as "the said Project/Complex"), which is ready for use and occupation.

AND WHEREAS the Maintenance Agency, namely M/s RG Services Pvt. Ltd. engaged and specialized in the business of providing professional services have been entrusted with the Management, Operation and Maintenance of various services and facilities and the equipment(s) installed in the said Project/Complex and all activities incidental thereto. The Maintenance Agency shall maintain the various services in the said Project/Complex.

AND WHEREAS the Owner has, vide Apartment Buyer Agreement (hereinafter referred to as "the Said Agreement") purchased a residential apartment/flat bearing No. _____, having a Built-up Area of _____ Sq. Ft. (or say _____ Sq. Mtrs.) or Super Built-up Area of _____ Sq. Ft. (or say _____ Sq. Mtrs.), on _____ floor in Tower _____ in the said Project/Complex (hereinafter referred to as "the said Apartment") from the Confirming Party. The User has approached the Maintenance Agency to provide maintenance and operation of various services, facilities and equipment in the said Project/Complex, on consideration, to which the Maintenance Agency has agreed.

AND WHEREAS in terms of the said Agreement, the Maintenance Agency have agreed to provide to the User, the operation and maintenance of common services, facilities and equipment catering to the said Complex as well as the said Apartment on the terms and conditions set forth hereinafter.

It is also agreed between the parties hereto that the User shall ensure the timely payment of all payments as envisaged in this agreement by the User to the Maintenance Agency for maintenance services being provided for the said Complex as well as the said Apartment.

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

Definitions and Interpretation:

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

"Agreement" shall mean the Apartment Buyer Agreement between the Company and the User for the sale of the Said Apartment to the User.

"Common Areas and Facilities" shall mean such common areas and facilities within the Said Tower / Said Complex which are earmarked for common use by the residents/occupants of the Said Tower/Said Complex including items as mentioned in Annexure IV of the Agreement.

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

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Raj Singh
Amritesh Singh

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"Initial Period" shall mean the period of 9 (Nine) years commencing from _____.

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

The Maintenance Agency shall reserve the right to modify, revise all or any of the terms of the maintenance security including but not limited to amount/ rate of the maintenance security.

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

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

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

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

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

"Said Complex" means the complex developed on the Said Land under the name and style of "RG Residency" as per the building plans approved by the competent authority(ies), comprising of residential apartments, buildings, club house, school, convenient shopping, centres etc.

"Said Land" means land admeasuring 51067 Sq. Mtr. approx. situated at Plot No. GH-02, Sector 120, Noida, Uttar Pradesh on which the Said Complex is being developed.

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

1. MAINTENANCE SERVICES AND THEIR SCOPE

Subject to the terms and conditions of this Maintenance Agreement and the User's compliance of the terms of the said Agreement/Sub-Lease deed executed by the Company for the Said Apartment and subject to the timely payment of the

Raj Singh

Amritesh Singh

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For RG Residency Pvt. Ltd.

(Authorised Signatory)

Maintenance Charges, the Maintenance Agency shall ensure provision of the Maintenance Services in accordance with this Maintenance Agreement during the term of this Maintenance Agreement.

The Maintenance Services shall include the following:

- A. For the Said Complex/Said Tower
 - (i) Maintenance of the Common Areas and Facilities as specified in Annexure IV to the Said Agreement.
 - (ii) Maintenance of open spaces, compound wall, landscaping, roads, paths and such other spaces within the boundary wall of the Said Complex including maintenance of equipments for providing utilities.
 - (iii) Operation and Maintenance of electrification equipments and ancillaries installed within the Said Complex/Said Tower under bulk electric supply scheme, power back-up and sub-stations connected with supply of electrical energy and equipments installed in the Said Tower/Said Complex for filtration, water supply, sewerage, sewage treatment plant, water treatment plant in the Said Complex.
 - (iv) Security services for the Said Tower/Said Complex.
 - (v) Insurance of the Said Complex/Said Tower including any structure, equipments installed in the Said Tower/Said Complex.
 - (vi) Repairing, renewing or replacing any component, structure etc., falling within or not in the Common Areas and Facilities, as the Maintenance Agency may deem fit.
 - (vii) Provide such other maintenance services as the Maintenance Agency may deem fit with regard to the maintenance of the Said Complex/Said Tower.
- B. For the parking areas:
 - (i) Maintenance of the parking spaces in the basement(s)/podium(s) or in any other part of the Said Tower/Said Complex;
 - (ii) Other services, including but not limited to, maintenance of reserved covered/open/semi-covered parking spaces allotted for exclusive use of the User, driveways, electrification, security services etc and other services, as the Maintenance Agency may deem fit, with regard to the parking in the basement(s)/podium(s).

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

2. MAINTENANCE CHARGES

The User agrees and undertakes to pay, on quarterly basis, the Maintenance Charges in advance, as per the bills raised by the Maintenance Agency in this regard, at the

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Anupesh Singh
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beginning of each quarter. The User understands that as per the said Agreement, the Maintenance Charges shall be levied from the date of grant of occupation certificate by the competent authority for the Said Complex.

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

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

- A. Maintenance Services
 - i) The Maintenance Charges shall be calculated by taking into account the entire cost incurred by the Maintenance Agency for rendering total services and the bills for the same shall be raised quarterly in advance.
 - ii) The Maintenance Agency shall also bill the charges relating to the operation and maintenance of various services in which the Said Complex/Said Apartment is located.
- B. Utilities
 - i) The Maintenance Agency shall bill, monthly, for the consumption of electrical energy inside the Said Apartment based on number of units consumed as indicated by the meter(s) installed in the Said Apartment at pre-determined rates (which for want of a more suitable standard/rate shall correspond) to the rates charged by PVVNL (Paschimanchal Vidyut Vitran Nigam Limited)/UPPCL (Uttar Pradesh Power Corporation Limited) to its direct consumers falling in the schedule of tariff as applicable from time to time to the Said Apartment. The bill shall also include meter hire charges and a minimum demand charge if the consumption falls below the minimum demand.
 - ii) The cost of electrical energy paid by the Maintenance Agency to PVVNL/UPPCL and/or the cost of operating (including fuel etc.) and maintaining standby DG Set(s) and deducting therefrom actual receipts from billing of electrical energy to all the Users of the Said Complex on account of electrical energy consumed, monthly, inside their respective Apartments. The resultant net expenditure shall be treated as common maintenance charges and billed to individual users in proportion to the Built Up Area of their respective apartments. It is clarified and understood by the Users that Maintenance Charges are inclusive of cost incurred in arranging electrical energy from PVVNL/UPPCL and/or from standby DG Set(s) net of the receipts from bills paid by the Users shall have automatically and accurately reflected the net income or loss incurred with regard to bulk supply of electrical energy in the hands of the Maintenance Agency.

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Anupesh Singh
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| Particulars | | Amount (in Rs.) |
|---|-----|-----------------|
| (i) Cost of operation/maintenance services | (A) | --- |
| (ii) Cost of energy as determined by the bill paid to the concern power distribution company | (B) | --- |
| Less: Actual receipts by the Maintenance Agency from the Users in respect of electricity bills paid by them | (C) | --- |
| Net Expenditure | | --- |

i) The resultant total shall be divided by the total Built Up Area of the Said Complex/Said Building/Said Tower to arrive at operation Maintenance charges per Sq. Ft. of the Built Up Area which shall be multiplied by 1.2 times to arrive at the operation/maintenance charges per Sq. Ft. of the built up area to be paid by any individual Occupant/User.

or

| | | |
|---|---|--|
| Operation/Maintenance charges per Sq. Ft. of Built Up Area to be paid by User | = | $(A+B-C) \times 1.2$ Total Built Up Area of all the Apartment in the Said Complex |
| (ii) Total Operation/Maintenance charges to be paid by Occupant/User | = | Operation/Maintenance charges per Sq. Ft. of built up area, as per (i) above, Multiplied by Built Up Area of the said Apartment, plus 1.2 times of the Cost of any operation/maintenance service exclusively rendered to the Buyer/User |

C. Service Tax:

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

3. Procedure of billing and payment:

- The Maintenance Agency shall, at the beginning of each quarter, raise the bill for Maintenance Charges as mentioned in clause 2A on the User. The User undertakes to pay the entire amount of Maintenance Charges as stated in the bill on or before the due date specified. No part payment shall be accepted and even if the Maintenance Agency accepts it, the same shall, nevertheless constitute default by the User.
- The Maintenance Agency shall raise bills for utilities as per clause 2B on the User for actual consumption of utilities including but not limited to electricity and water charges. The User undertakes to pay the entire amount as stated in the bill on or before the due date as may be specified. No part payment shall be accepted and even if the Maintenance Agency accepts it, the same shall, nevertheless constitute default by the User.
- All payments shall be made by the User through Crossed Cheque/Demand Draft only, drawn in favour of the Maintenance Agency payable at Delhi/Noida and shall be deemed to have been paid only when the amounts are credited to the accounts of the Maintenance Agency.
- In the event of delay/default by the User in payment of the Maintenance Charges/utilities bills by the due date mentioned in the bills, the Maintenance

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Raj Singh
Amritesh Singh
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Agency shall have the right to adjust the unpaid amount, in the first instance from the interest accrued on the IBMS and if such accrued interest falls short of the unpaid Maintenance Charges, the association Maintenance Agency shall have the right to adjust the same from the principal amount of IBMS.

- In case due to the aforesaid adjustment, the principal amount of IBMS falls below the required amount, then the User shall be liable to make good such short fall within fifteen (15) days failing which the User shall be liable to pay interest @ 18% p.a. on the unpaid amount for the period of delay in payment after the due date. If the User defaults in making the shortfall within a further period of fifteen (15) days, the Maintenance Agency shall have the right to withhold/discontinue the Maintenance Services/utilities for the Said Apartment, at any time, without any further notice.
- Notwithstanding anything contained herein, the Maintenance Agency shall have the first charge on the Said Apartment for the recovery of the aforesaid unpaid amounts (including interest thereon).
Without prejudice to the right to the Maintenance Agency to recover the Maintenance Charges/utilities bills in the aforesaid manner and to charge interest for the period of delay, the unpaid bill shall be deemed to be a notice to the User to the effect that if the amounts stated in the bill is not paid by the due date, the Maintenance Agency shall have the right to discontinue the provision of Maintenance Services/utilities/to run and operate the equipments of utilities to the User till the date of payment of the unpaid amount along with interest.
- All returned / dishonoured cheques shall be subject to legal action under the provisions of Negotiable Instrument Act, 1881 or any modification thereof apart from civil action for recovery of the amount. The Maintenance Agency shall be entitled to recover bank charges in addition to bill amount, interest at the rate of 18% p.a. and other charges as provided in this Agreement in case of dishonored cheques.
- The payment of bill shall not be held up/delayed even if there are any differences or disputes as to its accuracy. Any such difference or disputes regarding accuracy of the bill shall be separately settled as provided in Clause 7 of this Agreement.
Notwithstanding any clause of this Agreement, the liability of the Maintenance Agency to provide Maintenance Services is conditional on the Maintenance Agency getting the Maintenance Charges/utilities bills within the stipulated time from all the users, in no event less than 75% of the actual users. In the event there is a default by more than 25% of the apartment owners to pay the Maintenance Charges/utility bills the Maintenance Agency shall not be obliged to provide any Maintenance Services and/or run or operate the utilities equipments to any of the apartment owners till the date the unpaid amounts are received, irrespective of the Maintenance Charges paid by any apartment owner.
- In the event the user has paid the IBMS in favour of the Association and the Association has appointed another maintenance agency for maintaining the Said Complex/Said Tower then in that event, the User may be required to issue a fresh cheque towards IBMS in favour of the said Maintenance Agency. However, that would be subject to the User receiving a refund cheque of the IBMS amount paid earlier to the Association.

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Raj Singh
Amritesh Singh
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4. USER'S OBLIGATIONS

- i) The User undertakes to comply with the provisions of this Agreement.
- ii) The User further agrees that the User's right to use the Common Areas and Facilities, shall be subject to regular and prompt payment of Maintenance Charges as billed by the Maintenance Agency. In case of failure to do the same, the User shall lose the right to use any of the Common Areas and Facilities and to obtain the supply of utilities and other services and the Maintenance Agency shall have the right to recover the amounts due as per law.
- iii) The User shall be responsible for insuring the contents within the Said Apartment at the User's own cost, risk and responsibility. Further, the User shall not do or permit to be done any act or thing which may render void or voidable insurance of any building or any part of the Said Tower/Said Complex or cause increased premium to be payable in respect thereof. Such increase in the premium due to the above default shall be borne and paid by the User only.
- iv) The User shall maintain the Said Apartment at the User's own cost, in a good repair and condition and shall not do or suffer to be done anything in or to the Said Apartment, or to the Said Tower, or to the Common Areas and Facilities which may constitute violation of any law or rules of any authority or cause detriment to occupants of the Said Tower/Said Complex or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Tower is not in any way damaged or jeopardized. The User further undertakes, assures and guarantees that the User would not put any sign-board/name-plate, neon-light, publicity material or advertisement material etc. on the face/facade of the Said Tower or anywhere on the exterior of the Said Tower or common areas. The User shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further the User shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the Common Areas and Facilities including the common passages or staircase of the Said Tower. The User shall also not remove any wall, including the outer and load bearing wall of the Said Apartment. The User shall plan and distribute the User's electrical load in conformity with the electrical systems installed by the Company. The nonobservance of the provisions of this clause shall entitle the Maintenance Agency, without prejudice to other rights and remedies which it may have, to enter the Said Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the User. The User agrees to keep the Maintenance Agency indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency in this regard.
- v) The User shall also be liable to pay the cost (in addition to) Maintenance Charges/utilities, as and when any plant & machinery within the Said Complex/Said Tower as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of

capital nature etc. require replacement, up gradations, additions etc. the cost thereof on pro-rata basis. The User acknowledges that the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof.

5. Limit on the Responsibility of the Maintenance Agency

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

6. GENERAL

- (i) The Maintenance Agency shall have the right to assign this Agreement or any part thereof to any other person/entity as it may deem fit.
- (ii) All costs, charges and expenses payable on or in respect of this Agreement and on all other instruments and deeds to be executed, if any, pursuant to this Agreement, including stamp duty on this Agreement, legal fees, if any, shall be borne and paid solely by the User.
- (iii) The Maintenance Agency shall retain the original of this Agreement and the User shall be provided with a duplicate copy thereof.
- (iv) The failure of the Maintenance Agency to enforce at any time or for any period of time any provision(s) hereof shall not be construed to be waiver of any provision(s) or of the right thereafter to enforce any or each and every provision(s) of this Agreement.
- (v) If any provision of this Agreement shall be determined to be void or unenforceable under any law such provision shall be deemed amended or deleted to the extent

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Boje Singh
Amritpal Singh
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For RG Residency Pvt. Ltd.

(Authorised Signatory)

Boje Singh
Amritpal Singh
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necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable.

- (vi) This Agreement is in consonance and not in derogation to the Agreement and the sub-lease deed.
- (vii) Any notice, letter or communication to be made, served or communicated under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed at the aforesaid address and sent by registered/speed post.
- (viii) It is clearly understood and agreed between the parties that all the provisions contained herein and the obligation arising there under shall equally be applicable to and enforceable against any and all occupiers, tenants/employees of the User and/or subsequent purchasers of the Said Apartment, as the said obligations go along with the Said Apartment for all intents and purposes.
- (ix) Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- (x) Any User in breach of any of the terms and conditions of this Agreement shall be liable to pay outstanding dues and liquidated damages equivalent to the amount paid as Maintenance Charges during the last twelve (12) months, which the User agrees are fair, just and reasonable.

7. Dispute Resolution by Arbitration

In the event of any differences or disputes arising between the parties herein in connection with or arising out of this Agreement including matters connected with the accuracy of bills, supply of Maintenance Services or interpretation of any of the terms and conditions hereof, which cannot be determined amicably, or settled through an agreement between the parties herein, the matter shall be referred to arbitration of sole arbitrator to be appointed by the Confirming Party and whose decision shall be final and binding upon the parties. The User hereby confirms that the User shall have no objection to this appointment even if the person so appointed, as the arbitrator, is an employee or advocate of the Maintenance Agency or the Confirming Party or is otherwise connected to the Maintenance Agency and the User confirms that notwithstanding such relationship/connection, the User shall have no doubts as to the independence or impartiality of the said arbitrator. Reference to arbitration shall be without prejudice to the right of the Maintenance Agency to effect recovery of arrears of dues (through disconnection of supply or otherwise). The arbitration proceedings shall be held at an appropriate location in Delhi and shall be in accordance with the Arbitration and Conciliation Act, 1996 or statutory modifications thereto. The Courts at Delhi alone and/ or Delhi High Court at Delhi alone shall have the jurisdiction.

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Roja Singh
Amritpal Singh

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IN WITNESS WHEREOF the parties have set their hands to this Agreement at the place and on the day, month and year first above written.

In the presence of

WITNESSES

1. Signature: _____

Name: _____

Address: _____

For and on Behalf of

For _____

Authorised Signatory
(Maintenance Agency)

2. Signature: _____

Name: _____

Address: _____

Shri/Smt. _____

(USER)

For _____

Authorised Signatory
(Confirming Party)

Roja Singh

Amritpal Singh

X

For RG Residency Pvt. Ltd.

(Authorised Signatory)

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(ANNEXURE - VII A)
DRAFT OF APPLICATION FOR
SUPPLY OF ELECTRICAL ENERGY

(This Draft of Application and its terms and conditions are tentative which are merely an indicative to acquaint the allottee and it will be executed at the time of handing over the possession and company reserves the right to amend/rectify the content of this form at the time of possession.)

NO.:
DATE:
CONNECTION No.:

To
The Manager,

_____,
_____, New Delhi.

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

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

Schedule of Energy Electrical Load

| Type of Load | Quantity | Wattage Each | Total Watts |
|--------------------|----------|--------------|-------------|
| Light Points | | | |
| Fan Points | | | |
| Light Plug Points | | | |
| Power Plug Point | | | |
| Air Conditioners | | | |
| Room Coolers | | | |
| Water Heaters | | | |
| Heating Equipments | | | |
| Motors | | | |
| Refrigeration | | | |
| Others | | | |

Total connected load not to exceed

KVA

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Rajesh Singh
Anubesh Singh
X

Contract Demand Load - Not to exceed KVA
Supply required single/three phase

Signature of Applicant (Name and Address)

For Use of

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

AUTHORISED SIGNATORY

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Rajesh Singh
Anubesh Singh
X

TERMS AND CONDITIONS OF SUPPLY OF ELECTRICAL ENERGY

shall, after receiving permission for bulk supply of electrical energy from the PVVNL/UPPCL or any other licensing and/or Regulatory Authority, and also having standby captive generator sets along with the operational and maintenance responsibility of the electrical system, agrees to supply/distribute the electrical energy to Mr./Mrs./Ms _____ (hereinafter referred to as "User") based on the following terms and conditions:

1. Definitions:
 - a) "Act" means the Indian Electricity Act, 1910 as amended from time to time.
 - b) "User" means Mr./Mrs./Ms. _____
 - c) "_____" means the _____ being the distributing agency and its nominees, assignees, administrators, successors, etc.
 - d) "Connected Load" means the sum of the rated capacities of all the energy consuming apparatus in the User's installation.
 - e) "Contract Demand" means the maximum demand load projected by the User at the time of Application.
 - f) "Electrical Energy Charges" shall mean charges for energy consumed by the User whether supplied by _____ from PVVNL/UPPCL source or through standby DG Set(s) etc. and is applicable to the units consumed by the User in any month.
 - g) "Month" shall mean a Calendar month.
 - h) "Supply Act" shall mean The Electricity (Supply) Act 1948, as amended from time to time.
 - i) "Said Apartment" shall the apartment allotted to the User along with exclusive right to use the Parking Space(s).

"Rules" shall mean the Indian Electricity Rules, 1956 as amended from time to time.

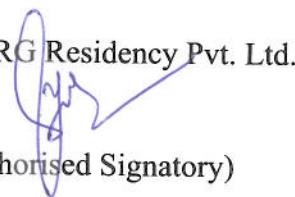
2. Acceptance of Application:

- (a) After the application is accepted by Maintenance Agency, the User shall pay a security deposit as may be demanded by Maintenance Agency which may correspond to the deposit paid/payable to PVVNL/UPPCL by Maintenance Agency. The User also undertakes to make deposit towards hire of the electricity meter to be provided by Maintenance Agency.
- (b) As Maintenance Agency shall, on behalf of the occupants of the Said Complex, including the User, apply for permission to distribute the electrical energy to the Said Apartment/Said Complex. The User in pursuance to the requirements of PVVNL/UPPCL and that of this Application, undertakes not to apply to PVVNL/UPPCL directly for supply of any electrical energy to the Said Apartment.

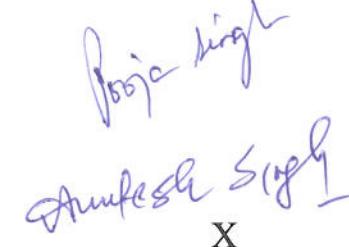
3. Point of Supply:

Maintenance Agency shall give the supply of energy to the User at one point as Maintenance Agency may decide and the switch board and meters etc. on the Said Apartment for the reception of Maintenance Agency's supply shall be erected by Maintenance Agency. The User undertakes to pay on demand to Maintenance Agency, installation charges, testing charges, meter charges, as set out in the schedule of tariff annexed to this Agreement. All the installations of Maintenance Agency shall be maintained in good condition by the User.

For RG Residency Pvt. Ltd.



(Authorised Signatory)



Roop Singh
Anupesh Singh
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4. Approval of User's installation:

Before any wiring apparatus is connected to Maintenance Agency supply lines, it shall be subjected to the inspection and approval by Maintenance Agency's representative and no connection shall be made from Maintenance Agency's supply line by any person other than authorized representative of Maintenance Agency.

5. Wiring Conditions:

- (a) The wiring and apparatus comprising the User's installation must always be in good order and condition, so as not to affect injuriously the Maintenance Agency work or the use of electrical energy by other users.
- (b) The wiring shall conform to the provisions of the Rules and the relevant ISI code and the requirement of the particular Fire Insurance Company with which the Said Complex or Said Apartment may be insured and with such wiring regulations of Maintenance Agency as may be in force from time to time.
- (c) The User must in all cases provide linked, quick break main switches; and a main fuse on each pole other than the earthed neutral which must be placed within three feet of Maintenance Agency's meter or in such other position as shall be approved by Maintenance Agency.
- (d) No addition/ alteration in the Electric Installation Work, no addition of load other than contracted upto, shall be carried out by the User without the knowledge of Maintenance Agency. The User cannot connect or sub-let the load, or permit connection from its sanctioned supply to any other Apartment.

6. Extension to the User's Installation:

In the event of any unauthorized extension to the installation or of any unauthorized increase in contracted demand or sub-letting by the User, Maintenance Agency shall be entitled do disconnect the supply to the Said Apartment and in the event of any damage to Maintenance Agency's system resulting from such unauthorized extensions, the User shall pay to Maintenance Agency all expenses on account of and connected with such damage as determined by Maintenance Agency.

7. Defects in the User's Installation:

In the event of any defects being discovered in the User's wiring or apparatus connected to Maintenance Agency's supply lines or of any earth or leakage occurring on any section of the circuits so connected, the User in the absence of any of Maintenance Agency's authorized employees, shall immediately disconnect such part of the wiring or apparatus from the circuit and notify the Maintenance Agency. Maintenance Agency shall reserve the right to disconnect at any time such sections from its supply systems.

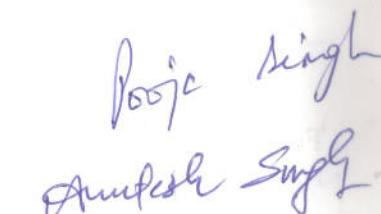
8. Meters:

- (a) A correct meter shall be installed, sealed, maintained by the Maintenance Agency at each point of supply at the Said apartment of the User and shall remain the property of Maintenance Agency so long as the Contract of supply subsists. Maintenance Agency reserves to itself the right to fix the position of the said meter.
- (b) The said meter, shall not be connected, disconnected or unsealed by any person other than Maintenance Agency's authorized employees. The User shall ensure that meter seal is not broken or tampered with.

For RG Residency Pvt. Ltd.



(Authorised Signatory)



Roop Singh
Anupesh Singh
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- c) The authorized employee of Maintenance Agency shall be allowed by the User have access to and be at liberty to read, inspect, test and if considered necessary remove the meter for testing etc.
- d) If the User requires the said meter to be removed, he/she shall give notice to that effect in writing to Maintenance Agency, which may comply with such notice subject to the User paying prescribed charges in advance.
- e) If the User dispute the accuracy of the said meter, it may upon giving notice in writing to Maintenance Agency and paying in advance a prescribed fee, cause a test of the meter to be made by Maintenance Agency and if on such test being made the meter should prove to be not correct, Maintenance Agency may adjust the User's account with retrospective effect for a period of not exceeding 3 months immediately preceding the date of such test or the date of removal of such a meter for purpose of test as may be considered appropriate by Maintenance Agency in its sole discretion. Should the meter prove to be correct, the amount paid by the User for the test will stand forfeited.
- f) In case Maintenance Agency, at any time, detects the meter at the Said Apartment to be incorrect, Maintenance Agency shall cause a test of the said meter carried out, and in case the meter proves to be not correct, the User's account will be adjusted, as described above in sub-clause (e) above.
- g) Subject to the provision of sub-clause (e) and (f) above, the supply consumed by the User as indicated by the meter shall be binding on the User.
- h) If Maintenance Agency at any time detect the meter at a User's Apartment to be inoperative (or the User so informs Maintenance Agency), it shall be replaced with a correct meter. The electricity supplied to the User during the period in which the said meter had ceased to function shall be determined by taking average consumption for the last three months preceding the period in which the meter had ceased to function, or the average of the corresponding months of the preceding year, whichever is higher.

Provided that if the meter ceased to function within the first three months of commencement or resumption of supply, the averages of the electricity supplied during the three months subsequent to the replacement of the defective meter by a correct meter shall be taken as the basis of billing.

9. Liability of the User for damage to Maintenance Agency's Apparatus:

The User shall be solely responsible, as determined by Maintenance Agency, for any loss or damage, to any supply lines, main fuses, meters and/or other apparatus belonging to Maintenance Agency on the Said Apartment, whether caused maliciously or through culpable negligence or default on the part of the User.

10. Prejudicial Use of Supply:

- (a) The User shall not keep connected to Maintenance Agency supply, any apparatus which Maintenance Agency may deem to be likely to interfere with or affecting injuriously Maintenance Agency's supply to other users.

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Brij Singh
Anupesh Singh

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- (b) The User shall not keep unbalanced loading on the three phases of the supply taken from Maintenance Agency, the maximum permissible difference in current between any two phases being five percent.

- (c) The User shall not make such use of the supply given by Maintenance Agency as to interfere with the safety or efficient working of Maintenance Agency's supply lines or other works, or to act prejudicially to Maintenance Agency in any manner whatsoever.

11. Discontinuance of Supply:

- (a) Maintenance Agency reserves the right to discontinue supply to the User by giving seven (7) days notice in writing if the User defaults in making payment of the bill on due date or there are reasons to believe that the User is contravening any of the provisions of the Act or of these conditions of supply or is committing a breach of this Agreement.

- (b) Theft of Energy: In case any representative of Maintenance Agency detects any theft/pilferage of electrical energy on the Said Apartment, its connection is liable to be disconnected immediately without any notice.

- (c) Maintenance Agency is providing the User various maintenance services, inter alia street lights, lifts, water supply, generator sets etc. which require and depend on electricity for its operation and maintenance. Moreover, the electric connection provided in the Said Apartment is possible and maintained when the electrical installation/system are maintained well by Maintenance Agency. For maintenance services Maintenance Agency raises separate charges every month in addition to electricity consumption charges in the Said Apartment and both form a part of total maintenance services bill. Failure to pay amount such maintenance services bill within seven days of the notice after the due date as notified in the bill will entitle Maintenance Agency to disconnect the electricity supply to the said Apartment under this Agreement.

12. Failure of Supply:

Maintenance Agency shall not be liable for any claims for loss, damage or compensation, whatsoever, arising out of failure or shortage in supply due to, either directly or indirectly, war, mutiny, civil commotion, riot, strike, lockout, fire, flood, tempest, lightening, earthquake or other force majeure conditions or occurrence beyond the control of Maintenance Agency or inadequate or low quality of supply from PVVNL/UPPCL to Maintenance Agency.

13. Security Deposit:

Before commencement of supply of electrical energy to the Said Apartment, the User shall be liable to pay to Maintenance Agency, interest-free Security Deposit, Meter Hire Charges and other charges as set out in the schedule of tariff attached as Annexure-VII B to this Agreement.

The User agrees to pay/reimburse to Maintenance Agency further deposits as may be demanded by PVVNL/UPPCL from Maintenance Agency under the Bulk Supply Scheme applicable to the Said Complex.

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Brij Singh
Anupesh Singh

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The User agrees that he/she shall pay on demand such security deposits as may be demanded by Maintenance Agency, if the User habitually defaults in the payment of his/her bills.

14. Bills:

Maintenance Agency shall render bills to the User on monthly basis, which shall be payable on or before the due date as mentioned in the bill.

If the bill is not paid in full on the due date and seven days thereafter the User shall, thereafter, render him/her to have the electric supply to the Said Apartment disconnected by Maintenance Agency, without prejudice to the right of Maintenance Agency to recover the amount of the bill as arrears. After full payment, the objection, if any, with regard to the accuracy of the bill shall be made in writing to Maintenance Agency and the amount of such bill paid under protest within the aforesaid period will be regarded as advance to the credit of the User's account until such time the objection is settled through arbitration process. Should the Said Apartment be so disconnected of supply, the connection shall not be restored by Maintenance Agency, until full settlement shall have been made by the User of all outstanding dues including interest for delay, Security Deposit, (if same was earlier adjusted) & the charges for reconnection of supply as may be prescribed.

15. Right of Maintenance Agency to nominate/assign/entrust the Work of Supply of Electrical Energy:

The User agrees that it shall not object if the maintenance agency at any time, in its sole discretion hands over /nominate/assigns/entrusts the work of supply of electrical energy to such nominee/assignee, other body corporate, agency, association/society of Apartment owners/occupants etc. as it may in its sole discretion deem fit and in that event this agreement shall continue to be valid and enforceable between the nominee/assignee, other body corporate, agency, society of occupants etc. and the user.

16. Disputes:

- (a) Excepting the cases of theft/pilferage of electric energy or interference with meter etc. (which are inter-alia offences) and only after the bill amount payable are paid to maintenance agency; in the event of any difference or disputes arising between maintenance agency and the user in respect of any matter connected with accuracy of bills, supply of services or interpretation of any of these terms and conditions which cannot be determined amicably, or settled through an agreement between maintenance agency and the user, the matter shall be referred to arbitration. Reference to arbitration shall be without prejudice to the right of maintenance agency to effect recovery of arrears of dues (though disconnection of supply or otherwise). The decision of the arbitrator shall be final and binding for the parties. The user hereby confirms that it shall have no objection of this appointment even if the person so appointed, as the arbitrator is an employee or advocate or otherwise connected to maintenance agency and the user confirms that notwithstanding such relationship/connections, the user shall have no doubts as to the independence or

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Raj Singh
Anupesh Singh

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impartiality of the said arbitrator. The arbitration proceeding shall be held at an appropriate location at New Delhi/Delhi alone and shall be in accordance with the Arbitration and Conciliation Act, 1996 or statutory modifications thereto.

- (b) The Courts at Delhi and/or High Court of Delhi at New Delhi shall have the jurisdiction.

For and on behalf of

Mr./Mrs./M/s _____

(Authorised Signatory)

(User)

Raj Singh
Anupesh Singh

ANNEXURE - VII B

**SCHEDULE OF TARIFF (as applicable presently)
(DRAFT COPY)**

(This Draft of Schedule of Tariff is tentative which is merely indicative to acquaint the user and it will be executed at the time of handing over the possession and company reserves the right to amend/rectify the content of this Schedule of Tariff at the time of possession.)

1. ENERGY CHARGES:

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

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

2. INTEREST-FREE SECURITY DEPOSITS:

a) Service Connection Deposit : Rs. _____
(Non-refundable)

b) Advance Consumption Deposit : Rs. _____ per KV
(Refundable)

c) Meter Security Deposit : Rs. _____

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

4. MISCELLANEOUS:

a) Meter Installation Charges : Rs. _____ per meter

b) Meter Testing Charges : Rs. _____ per meter

c) Re-connection/
Disconnection Charges : Rs. _____ per meter

d) Periodic Inspection Charges : Rs. _____ per meter

e) Meter Hire Charges per month : Rs. _____ per meter

Note:

- This Schedule of Tariff shall correspond to the Schedule of Tariff of PVVNL/UPPCL prevailing on the date of execution of this Application. Any amendment, addition, alteration or modification in the Schedule of Tariff of PVVNL/UPPCL shall be deemed to be automatically incorporated in this Schedule of Tariff without any notice and shall be binding on the User.
- Cost of the meter shall be recovered from the User in full if it is damaged due to excess power consumption by the User, over and above the sanctioned load.

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Rajeev Singh
Anupash Singh

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ANNEXURE - VIII

**APPLICATION FOR BECOMING MEMBER OF THE ASSOCIATION
(DRAFT COPY)**

(To be filled up by the User)

(This Draft of Application for becoming a member of the association is tentative which is merely indicative to acquaint the member and it will be filled at the time of execution of the application for becoming a member of the association.)

From:

To,
The Secretary

New Delhi

Sir,
I have entered into an Agreement with M/s. RG Residency Pvt. Ltd. to purchase an Apartment No. _____ on _____ floor in/Tower No. _____ in RG Residency, New Delhi.

Kindly enroll me as a member of RG Residency (Please confirm the name of Association) _____ Apartment Owners Association for which I herewith remit a sum of Rs. _____ towards entrance fee of the Said Association.

Also kindly let me know the annual subscription fee to be paid and a copy of the bye-laws of the Said Association maybe supplied to me.

Kindly keep me informed of the activities of the Said Association from time to time.

Thanking you,
Yours faithfully

Member

For RG Residency Pvt. Ltd.

(Authorised Signatory)

Rajeev Singh
Anupash Singh

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ANNEXURE - IX

DRAFT OF UNDERTAKING

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

I _____ S/W/D/o Sh. _____
R/o _____ have been
allotted apartment no. _____ on _____
floor in Building No. _____ in RG Residency, Noida. I am aware that
M/s _____ (the Maintenance Agency) is entrusted with the task
of providing maintenance services to the entire Complex including the supply of electricity
to all the apartment owners for which purpose the Maintenance Agency shall be applying for
permission to receive bulk electric supply and distribute it to the various apartment owners.
The Maintenance Agency has informed me that they shall be responsible for receiving and
supplying the electricity supply in the complex, for sanctioning electricity load, for
installation of meters, billing and recovery etc. I am agreeable to receive the electricity
supply from the Maintenance Agency and I undertake that I shall not apply to
PVVNL/UPPCL or any other distributing/Regulating/Licensing Agency/Authority for
direct individual supply of electric power and I understand that I shall not be entitled for such
direct connection in view of the release of bulk electric supply to the Said Complex.

PREPARED BY: *Puja Sehgal* LEGAL DEPTT: *Atm*

CHECKED BY: AUDITED BY:

(User)

For RG Residency Pvt. Ltd.


(Authorised Signatory)

Anup Singh
Anup Singh
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