

W.E.F: 22-11-2013

**Application for Allotment by Sale of a flat in
“SRS Royal Hills Phase-2” at Sector- 87, Greater Faridabad, (Haryana)**

M/s SRS REAL ESTATE LIMITED

SRS Tower, 124-126, 1st floor,
14/5 main Mathura Road,
Faridabad-121003

Photo of
Applicant (s)

Dear Sir,

I/we request that I/we may be allotted a built up residential flat, with following preferred particulars, in your project named “SRS Royal Hills Phase-2”, **Sector- 87, Greater Faridabad, Haryana.**

Flat No.	
Floor No.	
Tower No.	
Super Area of flat (Sq. ft.)	
Podium area (Sq. ft.) Approximately (In case of Podium Flat)	
Basic Sale Price	

I/we hereby pay a sum of ` _____ (Rupees _____
_____ only) by Cash/Bank Draft/Cheque No. _____
dated _____ drawn on _____ towards booking amount.

In the event of the company agreeing to allot a built up residential flat as requested above, I/we agree to pay further installments of sale price and all other charges and taxes including fresh incidence of tax as stipulated in this application or which may be levied by the Government and the standard flat buyer's agreement/allotment letter and the payment plan as explained to me/us by the company and understood by me/us.

I/we have clearly understood that this application does not constitute an agreement to sell and I/we do not become entitled to the provisional and/or final allotment of Flat notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. It is only after I/we sign and execute the necessary documents/affidavit including Standard Flat Buyer's Agreement/allotment letter on the company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the company. I/we confirm and undertake that upon acceptance of my payment by the company and allotment of the Flat, I/we shall be bound to purchase the same and will execute all the necessary documents, affidavits, including Standard Flat Buyer's Agreement/allotment letter as stated herein. If, however, I / We fail to execute the necessary documents/Affidavits including Standard Flat Buyer's Agreement/allotment letter within the stipulated time from the date of offer of allotment by the Company, then this Application shall be treated as cancelled only at the sole discretion of the Company. I/We am/are making this application with the full knowledge that the Company along with its associate companies is in the process of developing the Colony and shall make the allotment of flat in due course of time, subject to availability. I agree to the allotment of flat by lottery / draw of lots to be conducted by the Company or any other method/scheme like ‘first come first basis upon payment of second installment’ in accordance with policies of company.

Signature of applicant(s)

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- The reference in this Application Form to the Singular i.e. "I/Me/My" includes the Plural i.e "We/Our/Us" in case of more than one Applicant.

My/our particulars are:-

	Sole/first applicant	Second applicant (if any)
Name		
S/D/W of		
Permanent Address		
Correspondence Address		
Phone Nos.		
E-mail-Id		
Date of Birth		
Permanent Account No. (PAN)		

(For additional Applicant use separate sheet)

I/We confirm that all correspondence to me/us should be made in the name of Sole/First Applicant at his/her address given above and all notices/letters sent by company at that address shall be deemed to be duly delivered to both the applicants.

I/We agree to abide by the indicative terms and conditions, payment plan and tentative specification attached with this application, which I have carefully read, understood and signed in token of acceptance thereof

Yours Faithfully,

Date: _____

Signature of Applicant (s)

Registered Associates, If any

Signature of applicant(s)

**Indicative Terms and Conditions Forming a Part of This Application for Allotment of a Residential Flat in
“SRS Royal Hills Phase-2” at Sector- 87, Geater Faridabad (Haryana)**

The terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the Standard Flat Buyer's Agreement/Allotment Letter which would be executed between the Applicant(s) and the Company.

1. The Applicant(s) has applied for allotment of a Residential Flat with full knowledge of all the laws/notifications and rules applicable to this area in general and this Project in particular which have been explained by the Company and understood by applicant(s). In case of Podium Flat, Open Podium Area shall be used only as open area, whereon Applicant(s) shall have no right to raise/construct any temporary or permanent structure and maintenance of this podium area shall be the responsibility of applicant(s) only.
2. The Applicant(s) has satisfied himself/herself about the rights, interest and title of the Company to sell and market the said Flat and right and title of the Company in the land on which the said project named “SRS Royal Hills Phase-2” is being developed and the license has been issued in favour of the Company. The applicant(s) has understood all limitations and obligations in respect thereof. The Applicant(s) agree(s) that there will not be any further investigations or objections by him/her/it in this respect.
3. The Applicant(s) shall execute the Standard Flat Buyer's Agreement/Allotment Letter with the Company, within 15 days from the date of communication as and when issued by the Company along with the affidavits, declarations and undertakings contained therein and compliance of the terms and conditions of the Standard Flat Buyer's Agreement/Allotment Letter. The Applicant(s) shall execute the standard maintenance agreement with the Company or its nominated maintenance agency, as the case may be, at the time of possession. The Applicant(s) undertakes to pay the required Security Deposit and the maintenance charges as may be applicable and decided at the relevant time.
4. The Applicant(s) hereby agrees and undertakes to execute the Maintenance Service Agreement (“Maintenance Agreement”) in the standard format prescribed by the Maintenance Service Provider/Company, which is applicable to all the Flat owners. Due execution of the Maintenance Agreement shall form a condition precedent to handing over the possession and/or conveyance of the said Flat. The Applicant(s) further undertakes to pay maintenance charges as may be applicable by the Company/Maintenance Service Provider from the date within 30 days of the offer of possession or actual possession, whichever is earlier, 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 Service Provider from time to time. Refusal to execute the Maintenance Agreement by the Applicant(s) shall also entitle the Company to terminate the allotment and forfeit the earnest money.
5. The Applicant(s) shall make all payments of the agreed sale price of the said Flat as per the Payment Plan along with the other charges on the super built up area. The Applicant(s) shall further make payment of registration charges, stamp duty, service tax and other expenses as and when demanded by the Company to enable it to convey the said Flat in favour of the Applicant(s). The Applicant(s) shall make all the payments irrespective of any issues between the Applicant(s) and the Company with respect to any other matter contained in the Agreement or even otherwise. Any default in payment or non-payment shall be considered and deemed to be fundamental breach of the Standard Flat Buyer's Agreement/Allotment Letter.
6. Apart from basic price, applicants(s) will have to pay Development Charges (DC) (including escalations, if any); Preferential Location Charges (PLC) [floor or green or both], Extra Electrification Charges (EEC), Fire Fighting Charges (FFC), Utility Connection Charges (UCC), Power Back Up Installation Charges, Car Parking Space Charges, Club Charges, Interest Free Maintenance Security, Meter Charges, other administrative charges, Stamp Duty, conveyance deed and registration charges, Service Tax and other applicable Taxes which will be declared by company during the course of construction and shall be payable additionally by the applicant(s) as and when demanded by company. “Development Charges” or “DC” shall include of External Development Charges (EDC) and Infrastructure Development Charges (IDC) as per their interim rates at the time of grant of License, Cost being incurred by company in making payment of EDC, IDC, interest and cost of such other development works as may be undertaken by the company within said project which are not charged specifically anywhere else. Any increase in EDC or IDC or costs incurred by company towards EDC, IDC shall increase the

Signature of applicant(s)

rates of DC. The final amount of Development Charge shall be determined upon finalization of EDC and/or IDC by the Government. Increased DC if any, shall be paid by the Applicant (s) to the company on demand without any objection and/or protest. The company reserves rights to do acts for the betterment of the specifications of internal services and in that event any increase in the cost, shall be to the account of the applicant(s).

7. The Applicant(s) shall be liable to make the payments on super built up area of the Flat in respect of the following but not limited to Interest Free Maintenance Security Deposit (IFMS), Monthly Maintenance Charges (MC) as and when demanded by the Company and/or Designated Maintenance Provider.

8. The Company is in the process of developing the said Project in accordance with the provisions as applicable, which have been explained and understood by the Applicant(s). However, if any changes in the layout plan and/or drawings are required by any statutory authority(s) of Govt., or otherwise, the same may be affected suitably, to which the Applicant(s) has agreed and has given his/her/its consent. However, if as a result thereof, there be any change in the location, preferential location, number, boundaries or area of the said Flat, the same shall be valid and binding on the Applicant(s). Further, if there is any increase or decrease in the super built up area of the said Flat, revised price shall proportionally be determined by the Company on the basis of the original rate. .

9. That 12.5% of the total sale consideration on the total super area of the Flat shall constitute the “**Earnest Money**”. Timely payment of each installment of the total sale consideration i.e. basic sale price, DC and other charges as stated herein is the essence of this transaction/ agreement. In every case of default in making payment of any installment, irrespective of the type of Payment Plan, applicant(s) shall be liable to pay interest @ 18% per annum for the period of delay upto three months and 24% per annum where the delay is more than three months. However in case any of the installment remains due for a period of more than 2 (two) months company shall have the right to cancel the allotment/agreement. It is especially agreed by applicant(s) that applicant(s) shall not withheld payment of any amount demanded by company under any circumstances including for want of any information or existence of any dispute.

10. Subject to other terms and conditions and any other circumstances not anticipated and beyond the control of the Company and any restraints/restrictions from any Court /authority and subject to the Applicant(s) having complied with all the terms and conditions of the present Application Form for allotment and the Applicant(s) not being in default of payment including but not limited to timely payment of the total Sale Consideration and Stamp Duty and other charges and having complied with all provisions, formalities, documentations etc. including the Standard Flat's Buyer Agreement/Allotment Letter, the Company proposes to handover the Possession of the Flat to the Applicant(s) within a period of four years from the date of execution of buyer's agreement.

11. The Company shall give notice of Possession to the Applicant(s) with regard to the handing over of the possession and in the event the Applicant fails to accept and take possession of the Flat within 30 days of issuance of the notice, the Applicant(s) shall be deemed to be the custodian of the flat from the date indicated in the notice of possession and the Flat shall remain at the risk and cost of the Applicant(s). If the Applicant(s) fails to take over the said flat as aforesaid within the time limit prescribed by the Company in its notice, then the said flat shall lie at the risk and cost of the Applicant(s) and the Company shall have no liability or concern thereof. In the event of his failure to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of said flat on expiry of 30 days of offer of possession for the purpose of payment of maintenance charges or any other taxes, levies, outflows on account of said flat or for any other purpose. Further it is agreed by the Applicant(s) that in the event of his failure to take over the said flat in the manner as aforesaid, the Applicant(s) shall pay to the Company holding charges at the rate of ` 5/- (Rupees Five only) per sq. ft. of the super area of the said flat per month for the entire period of such delay and agrees that the Company may withhold conveyance or handing over for occupation and use of the said flat till the .entire compensation with applicable over due interest, if any, at the rates as prescribed in this Letter of allotment are fully paid. It is made clear and the Applicant(s) agrees that the holding charges as stipulated in this clause shall be a distinct charge not related to but in addition to maintenance or any other charges as provided in this Letter of Allotment

12. As Applicant(s) will pay the cost of said flat as per construction linked scheme, allottees shall not blame the company in any manner whatsoever in case of delay in offer of possession of flat by company.

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13. The Applicant(s) has fully understood and agrees that in case the Applicant(s) withdraws or surrenders his application for the allotment for any reason whatsoever at any point of time, then the Company at its sole discretion may cancel/terminate the Booking/Allotment/Application and shall forfeit the amounts paid/deposited up to the earnest money as stated hereinabove, and may refund the balance amount to the Applicant(s), if applicable, without any interest and compensation whatsoever.

14. That any amount paid by the Applicant(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid installments, interest or other outstanding amounts, if any.

15. That the transfer/nomination of a Residential Flats wherein either the full payment has already been made or agreed schedule of payment of installments is over shall be allowed only through execution of Conveyance Deed/Sale Deed and the Company will charge an administrative fee as maybe decided by it for effecting changes/entries in its records. In all other cases wherein full payment of the Flat has not been made/schedule of payment of installments is not yet over, transfer charges shall be levied as decided by the Company and the transfer will be effected in the manner and as per procedure formulated in this regard by the Company. It is specifically explained by the company and has been understood by the Applicant(s) that Company shall not allow any transfer / nomination until and unless the Applicant(s) / Allottee(s) has deposited or paid atleast 35% of total sale price with the Company.

16. The Applicant(s) shall take possession of the said Flat after making the full payment and get the conveyance deed executed within 30 days from the date of the Notice of possession issued by the Company subject to terms and conditions of the Flat Buyer's Agreement/Allotment Letter.

17. The Applicant(s) shall not use the said Flat or permit the same to be used for any purpose other than residential as sanctioned by the Director, Town & Country Planning, Haryana, Chandigarh, or shall not use the same in a manner which is likely to cause nuisance to neighboring residents or for any illegal or immoral purposes.

18. The Applicant(s) shall get his/her/its complete address registered with the Company and it shall be his/her/its responsibility to keep the Company informed by registered A/D letter of the change of address, failing which all demands will be deemed to have been received by the Applicant(s) or served upon the Applicant(s) at the time when those would ordinarily reach such address. In case of any change of address, the Applicant(s) shall without fail get the address recorded in the books of the Company. The receipt of any communication of the Company at the new address of the Applicant(s) would confirm that change of address has been duly recorded in the books of the Company. The Applicant(s) will be fully liable for any default in payment and/or other consequences that might accrue therefrom. That it is hereby clarified that in case of joint Purchaser(s), all communications, demand notices, termination/cancellation letter, refund, etc., shall be sent by the Company to the Applicant(s) whose name appears first and at the address and to receive its confirmation in writing given by him/her/it which shall for all purposes be considered as service on all the Applicant(s) and no separate communication will be made or sent to the other named Applicant(s).

19. The provisional and/or final allotment of the Flat is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof. Company may conduct draw of lots for allotment of specific flats to its various buyers including Applicant(s). The company may also allot flat numbers by any other method/scheme like "first come first basis upon payment of second installment". Applicant(s) shall have to accept the flat which may come to applicant(s) in said draw without any protest. Podium Flats above stilt parking level, will not be included in draw for allotment of flats under this application. However in case applicant(s), prior to execution of sale deed, exchange their flat with any other buyer of company in company's same project with mutual agreement between themselves, no transfer charges shall be applicable on such exchange.

20. That the allotment letter issued by the Company allotting the Flat in the said Project shall be binding on the Applicant(s) to purchase the same and the Applicant(s) will have to execute all the necessary documents, affidavits, including Standard Flat Buyer's Agreement/allotment letter as stated herein. If, however, Applicant(s) fail to execute the necessary documents/affidavit including Standard Flat Buyer's Agreement/allotment letter, within stipulated time and/or fifteen (15) days from the date of offer of allotment and/ or from the date of communication by the Company, then this application for allotment shall stand cancelled/terminated at the sole discretion of the Company and the Earnest Money shall stand forfeited and Applicant(s) shall be left with no rights or interest or

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claims in respect of the said application/allotment. No compensation or interest or any charges shall be paid by the company to the Applicant(s). It is specifically understood by the Applicant(s) that upon execution, the terms and conditions as set out in the Flat Buyer's Agreement/Allotment Letter shall supersede the terms and conditions as set out in this application.

21. That 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 the feminine gender.

22. The Applicant(s) agrees that the Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of the said Flat subject to the said Flat being free from any encumbrances at the time of execution of Sale Deed. The Company/financial institution/bank shall always have the first lien/charge on the said Flat for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction.

23. The Applicant(s) shall indemnify and keep the Company, its agent, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Applicant(s) as mentioned in the Application and Flat Buyers Agreement/allotment letter.

24. The Applicant(s) (in case of an NRI/PIO) agrees that he shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act. 1999(FEMA), rules and regulation of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc and provide the Company with such permissions, approvals which would enable the company to fulfill its obligations under this Application. The Applicant(s) agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant(s) shall alone be liable for any action under FEMA. The Applicant(s) shall keep the company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Applicant(s) and such third party shall not have any right in this Application in any way and Company shall issue the payment receipts in favour of the Applicant(s) only.

25. The Applicant(s) has specifically acknowledged to the Company that the allotment of the Flat shall be subject to the strict compliance of bye laws, rules etc. that may be issued by the appropriate authority and framed by the Company for occupation, use and transfer of the Flat and such other conditions as per the applicable laws.

26. The Applicant(s) understands that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the Flats to anybody or altogether decide to put at abeyance the project itself, for which the Applicant(s) shall not have a right to raise any dispute or claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant(s). In such case, the Applicant(s) shall be entitled to refund of the entire amount without any interest.

27. The Applicant(s) understands and confirms that the allotment of the Flat made shall not be construed as sale or transfer under any applicable law and the title to the Flat hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all the obligations undertaken by the Applicant(s) including payment of the entire sale consideration and other applicable charges/dues and only upon registration of the Conveyance/Sale deed in his favour.

28. That the basic sale value is escalation free but it is subject to revision/withdrawal, without notice at the sole discretion of the company, if there is an increase in the prices in the raw materials like steel, cement etc or any other cost or any other charges etc.

29. The Applicant(s) agrees that in case the Company is unable to deliver the said Flat to the Applicant(s) for his occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other authority, (b) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for any reason whatsoever, (c) if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject of any suit/writ before a Competent Court, (d) due to force majeure conditions, or (e) any other circumstances beyond the control of the Company or its officials, then the

Signature of applicant(s)

Company may cancel the allotment of the said Flat in which case the Company shall only be liable to refund the amounts received from the Applicant(s) without any interest or compensation whatsoever.

30. The Applicant(s) agrees that the Company shall have the right to transfer ownership of the said Project in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangements as may be decided by the Company without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard. However, this transfer will not effect the rights of applicant in this application/allotment.

31. The Company and/or its Associate Company reserves the right to alter any terms and conditions/clause of the Project at its discretion as and when considered necessary.

32. In case company ever decides to provide any additional facility or service all costs thereof (including capital costs and running expenses) shall be shared between all flat owners proportionately.

33. The Applicant(s) should correctly mention his/her particulars and Permanent Account Number (PAN) in the Application form, if the same is not provided or are found to be wrong then the Application may be summarily rejected. The application form should be signed by the person(s), or his/her Registered Power of Attorney, who want(s) to get the Flat under the Project. Similarly, in the case of Company applying for the Flat(s), should sign through authorized personnel enclosing an authority letter/board resolution.

34. The Company reserves the right to cancel the allotment of Flat(s) in case Allotment being obtained through misrepresentation and suppression of material facts and company's decision in this regard shall be final.

35. Applicant(s) also agree and understand that all plans and specifications of said flat are tentative, which are subject to change/alter as per directions of competent authority or as per discretion of company or its architects. This Group Housing Colony will have stilt parking at ground level, then podium flat/floor, thereafter First, Second, ThirdFloor(s). Building(s) of this colony may also have basement(s).

36. All or any disputes arising out or touching upon or in relation to the terms of this application and/or Standard Flat Buyer's Agreement/Allotment letter including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and 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 at Faridabad by a sole arbitrator appointed by the Company. The Applicant(s) hereby confirms that he/she shall have or raise no objection to this appointment. The Courts at Faridabad alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this application and/or Flat Buyers Agreement/Allotment Letter regardless of the place of execution of this application which in any case is deemed to be at Faridabad.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Standard Flat Buyer's Agreement/Allotment Letter which shall supersede the terms and conditions set out in this application. I/we are fully conscious that it is not incumbent on the part of the company to send us reminders/notices in respect of our obligations as set out in this application and/or Standard Flat Buyer's Agreement/Allotment Letter and I/we shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this application and/or Standard Flat Buyer's Agreement/Allotment Letter. I/We have sought detailed explanations and clarifications from the company and the company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the company, I have now signed this application form and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien on the Flat applied for and provisionally and/or finally allotted to me/us in any manner whatsoever and the company shall be entitled to sell the flat to any other person.

Signature of applicant(s)