

SRS EMERALD COURT

21, Milestone, Near Proposed Good Year Chowk Metro Station, Mathura Road, Faridabad-121004

Developed by SRS Real Infrastructure Ltd. [CIN: L65910HR1990PLC040431]

To,
M/s. SRS Real Infrastructure Limited
 SRS Tower, 124-126 1st floor,
 Near Metro Station Mewla Maharajpur,
 G.T. Road, Faridabad (NCR Delhi) – 121 003

Subject: Request for allotment of unit/space.

Sir,

I/we the undersigned request you that a unit/space may be allotted to me/us in upcoming Information Technology Unit named SRS Emerald Court, 21 Milestone, Near Proposed Good Year Chowk Metro Station, Mathura Road, Faridabad-121004 as per your terms and conditions, which are annexed herewith. I/we have read, understood, signed the annexed terms and conditions and undertook to be bound by the same.

I/we hereby remit a sum of ₹ _____ (Rupees _____ only) by way of Demand Draft/Cheque No. _____ Dated _____ drawn on _____ issued in favour of “M/s. SRS Real Infrastructure Ltd.”, payable at New Delhi/Faridabad towards the earnest money for the allotment of requested unit/space.

My/our particulars are given below:

	Sole/First Applicant	Second Applicant (if applicable)
Photograph	Photo of Applicant (s)	Photo of Applicant (s)
Name		
Date of Birth		
S/D/W of		
Date of Anniversary		
Nationality		
Address (Residence)		
Address (Office)		
Phone Nos.	Residence _____ Office _____ Mobile _____	Residence _____ Office _____ Mobile _____
E-mail		
Profession		
PAN No.		
Passport No.		

My/our preferred location and size of the unit/space requested for is as follows

Super Built Up Area _____ Square Feet Floor No. _____

Unit No.* _____

(* applicable only if complete area of a unit is demanded and in case undivided area of unit is claimed please mention "Undivided Area" in this column)

I/we understand that the Basic Price for allotment of the unit/space requested for is ₹ _____ Per Square Feet of Super Built up area.

Payment Plan _____

I/we opt for Down Payment Plan or Construction Linked Plan (please tick your option) for paying the cost of the unit/space.

I/we enclose the following documents for your records and reference

- (i) Self attested copy(ies) of ration cards/Voter's identity cards/Passport
- (ii) Self attested copy(ies) of PAN Cards
- (iii) Specimen signatures duly verified by bankers

I/we declare that the particulars given hereinabove are true and correct to my/our knowledge.

Date: _____

Place: _____

Signatures of applicant(s)

Particulars of Dealer, if any

- (i) Firm Name: _____
- (ii) Contact Person _____
- (iii) Designation _____
- (iv) Address: _____
- (v) Phone No. _____
- (vi) Mobile _____
- (vii) Fax No. _____
- (viii) E-mail _____

Signature of Dealer
with rubber seal

Name of Signatory _____

Designation _____

For office use only

Application received on _____ by _____

Cheque/draft for booking amount cleared on _____

**Terms and Conditions applicable for allotment of unit/space at
"SRS Emerald Court", 21, Milestone, Near Proposed Good Year Chowk Metro Station,
Mathura Road, Faridabad-121004**

1. The applicant(s) has applied for the requested space/unit with full knowledge of all the laws, rules, regulations, notifications, circulars and policies of the Government applicable on the land, where aforesaid SRS Emerald Court is proposed to be constructed.
2. The applicant(s) has checked, verified and satisfied itself/themselves regarding the authorities and entitlements of the company to construct and develop the proposed building/tower i.e., 21, Milestone, Near Proposed Good Year Chowk Metro Station, Mathura Road, Faridabad-121004.
3. The applicant(s) understand that the layout/building plans shall be prepared and amended by company at its own discretion.
4. The company shall exclusively determine the specifications of units/space applied for; nature & type of material used for construction, type of outer façade and design of the aforesaid SRS Emerald Court. Applicant(s) shall have no say in these regards and shall not interfere in the construction/development activities.
5. The company may at any stage and at any time reject/cancel this application without assigning any reason and in case of such rejection/cancellation by the company the applicant(s) will not be entitled to claim anything except the refund of money paid by applicant(s) to the company for taking allotment of unit/space.
6. The details of the requested unit/space (including the location and size thereof) given in the application are mere preferences/choices of the applicant(s). The company may alter the location and size of requested unit/space.
7. Basic Price has been arrived at the keeping in view the Laws applicable as on date. In case due to any change in applicable Laws or in case of additional demands raised by competent authorities, enhancement in cost shall be proportionately borne by applicant(s).
8. In addition to the Basic Price the applicant shall also be required to pay Preferential Location Charges, Parking Charges, Power Back-Up Charges, other charges which the company may impose/levy and Statutory Charges/Taxes including the proportionate External and Infrastructural Development Charges which the Government may impose/levy.
9. The amount equivalent to 15% of the total Basic Price shall be deemed/considered as '*earnest money*' for the allotment of requested unit/space.
10. Timely payment of the installments of the aforesaid total cost/price for the allotment of requested unit/space, as per the payment plan, is the essence of this deal. In case of any delay in payment of any installment, applicant(s) shall be liable to pay interest @ 18% per annum where the delay is upto three months and interest @ 24% per annum, where the delay is more than three months on outstanding amount for period of delay. In case the applicant(s) fails to pay any installment even after three months from its due date, company shall be entitled to cancel the application/allotment without giving any further notice to the applicant(s).

In this case the company shall be entitled to forfeit the earnest money and shall refund the remaining amount (if any) paid by the applicant(s) to the company for the allotment of requested unit/space, without any interest or other compensation.

11. In addition to the aforesaid total cost/price for the allotment of requested unit/space the applicant shall also be liable to pay the Monthly Common Area Maintenance Charges, Maintenance Security and Sinking Fund to the company or to any agency nominated by the company for maintaining the Common Areas and providing common facilities in aforesaid SRS Emerald Court. Rates of such Maintenance charges, Maintenance Security and Sinking Fund shall be exclusively determined by the company or its said nominated agency and shall be declared in the Maintenance Policy for SRS Emerald Court. In case the applicant(s) commits delay in payment of Monthly Common Area Maintenance Charges or any other demand, applicant(s) shall be liable to pay interest @ 18% per annum where the delay is upto three months and interest @ 24% per annum, where the delay is more than three months on the outstanding amount for delayed period. In case any of the aforesaid charges remain unpaid for 365 days from its due date, allotment of unit/space shall be liable to be cancelled by the company and consequences of cancellation as mentioned in clause 10, above shall follow.
12. Subject to compliance of all the terms & conditions, all applicable laws and company's guidelines by the applicant(s) and payment of total cost/price of the requested space/unit to the company, the allotment of the requested space/unit shall be perpetual.
13. The applicant(s) shall not be entitled to transfer/assign its/their claims/interests in this application without the written prior approval of the Company. The company may in its sole discretion, permit such transfer/assignment on such terms and conditions (including levying of fees/charges) as it may deem fit and proper.
14. The applicant(s) shall never hold the company liable/responsible in case there is any delay in constructing SRS Emerald Court for reasons beyond the control of company.
15. In case the company is forced to abandon the project for any reason whatsoever; the company's liability shall be limited only to refund the amount paid by the applicants(s) without any interest or compensation within 6 (six) months from the happening of such eventuality.
16. After the allotment of requested space/unit, the applicant(s) shall use the same only in accordance with law and the guidelines issued by the company. After the allotment of requested space/unit the applicant(s) shall not use the same for any purpose other than the one permitted by law. In case the applicant(s) violates any law, the allotment shall be liable to be cancelled by the company.
17. The applicant(s) shall execute further documents and agreements (including the maintenance policy/agreement), as may be demanded by the company in company's standard formats with regard to the allotment of requested space/unit, within such time as may be specified by the company. In case the applicant(s) fail to execute such documents or agreements within the specified time, the company may in its sole discretion cancel this application/allotment and consequences of cancellation as mentioned in clause 10, above shall follow.

w.e.f: 01-05-2015

18. The company shall send it's all letters/notices and communications to the Sole/First applicant at his residential/office address given in the application through registered/speed post or through courier. All such Letters/notices and communications so sent to the Sole/First applicant shall be deemed to have been duly received by all the applicant(s) within next 72 (seventy two) hours of dispatch. It is clarified that the company shall not be liable to send separate communication, Letters and notices to the Second Applicant or to applicant(s) other than the First Applicant.
19. The applicant(s) shall be entitled to get the documents concerning the allotment of requested space/unit registered in the office of concerned sub-Registrar, as per applicable laws. However, all costs and expenses of such registration shall be borne by the applicant(s).
20. Foreign applicant(s) and applicant(s) having NRI status shall themselves be exclusively responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act and/or any other law governing this transaction/deal including remittance of payments/considerations and acquisition of immovable assets in India. In case it is ever found that any provision of any applicable law is not complied with, this application shall be liable to be cancelled and consequences of cancellation as mentioned in clause 10, above shall follow.
21. In case of any dispute concerning this application or matters arising there from, the same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator appointed exclusively by the company. The venue of arbitration and procedure to be followed shall be decided by the arbitrator as and when need arises. Arbitration shall be conducted in English language in accordance with the Arbitration and Conciliation Act, 1996.
22. For all legal matters between the company and applicant(s) the courts at Faridabad shall has the exclusive jurisdiction.

Date: _____
Place: _____

Signatures of applicant(s)

Note: Word/expression "company" used in these terms and conditions refers to "SRS Real Infrastructure Ltd. having registered office at SRS Multiplex, Sector 12, City Centre, Faridabad and corporate office at SRS Tower, Near Metro Station Mewla Maharajpur,, G.T. Road, Faridabad (NCR Delhi) – 121 003.