

STRATEGIC DEVELOPERS PRIVATE LIMITED (SDPL)
B – 127, First Floor,
Sector – 63,
Noida (U.P.) – 201301

Sub: Application for Provisional Allotment of a Residential Apartment in Group Housing Project “ROYAL COURT”, at Plot No. - 4C, Sector – 16, Greater Noida, Uttar Pradesh.

Dear Sir,

I/We the Applicant(s) understand that **STRATEGIC DEVELOPERS PRIVATE LIMITED** (hereinafter referred to as the **SDPL**) is promoting a residential Group Housing Project under the name and style of **“ROYAL COURT” at Plot No. - 4C, Sector – 16, Greater Noida, Uttar Pradesh, India.**

I/We request that since we have seen the project and therefore, interested in applying in it for a Apartment, I/We may be registered for provisional allotment of a residential apartment (hereinafter referred to as the **“Apartment”** in the Group Housing project **“ROYAL COURT”**. I/We agree to sign and execute, the Apartment / Apartment Buyer Agreement (as per standard format) containing the detailed terms and conditions of allotment of the apartment and other related documents as and when required by the SDPL.

I/We have very carefully read and understood the accompanying indicative terms & conditions for provisional allotment of an apartment in **“ROYAL COURT”** forming part of this application as Schedule I and agree and undertake to abide by the same, including the changed conditions, if any, from time to time.

I/We have noted that the allotment of Apartment is entirely at the sole discretion of the SDPL. The SDPL has the right to reject any offer without assigning any reason thereof and without incurring / carrying any liability towards cost / damage / interest etc., except that the amount received on registration or thereafter shall be refunded to the applicants, subject to deductions as prescribed, without any interest thereon or damages or compensation as such.

I/we are understand and agree that this being a buyer’s market as there being a number of projects from various builders and there is no pressure and undue influence upon us/me to sign the terms and conditions of this application and I/we out of our own sweet will after reading, understanding and comparing with other builders have agreed and signed this application form.

I/We clearly understand that the allotment of an apartment by the SDPL pursuant to this application shall be purely provisional till an Apartment Buyer Agreement on the format prescribed by SDPL is executed by the SDPL in our favour. Further, the allotment of an apartment in the Royal Court is expressly subject to the terms and conditions, restrictions and limitations as contained in the Lease Deed dated 13-05-2011 executed by Greater Noida Industrial Development Authority in favour of SDPL for lease of the said plot in favour of SDPL, the conditions, restrictions and limitations

of which would be equally binding on us, as part and parcel of this provisional allotment.

I/We remit herewith a sum of _____ (Rupees _____) By Bank Draft /
Cheque No. _____ dated _____ drawn on
_____ in favour of "Strategic Developers
Private Limited" as registration amount for the provisional allotment of the apartment.

I/We have perused the "Schedules of Payment" carefully and agree to pay further installments of the Total Sale Price and Other Charges as stipulated / called upon by the Company and / or as mentioned in the Schedule of Payment Plan opted by me/us, with changes, if any, from time to time.

1. SOLE/ FIRST APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

Mr. /Ms
S/W/D of.....
Nationality Date of Birth...
Profession Income Tax Permanent No
Ward/ Circle and Place where assessed to income tax.....
Correspondence Address
.....
Telephone (Res.)..... Mobile.....
Valid E-Mail for Communication.....

2. SECOND APPLICANT

Mr. /Ms
S/W/D of.....
Nationality Date of Birth...
Profession Income Tax Permanent No
Ward/ Circle and Place where assessed to income tax.....
Correspondence Address.....
.....
Telephone (Res.) Mobile.....
Valid E-Mail for Communication

3. THIRD APPLICANT

Mr. /Ms
S/W/D of.....
Nationality Date of Birth...
Profession Income Tax Permanent No
Ward/ Circle and Place where assessed to income tax.....
Correspondence Address
.....
Telephone (Res.) Mobile.....
Valid E-Mail for Communication

4. Details of Apartment provisionally applied for

Size of Apartment in ROYAL COURT

Type-A	3BR + 3 Toilets + S/ Room	1855 sq. ft.	172.40 Sq.M.
Type-B	3BR + 3 Toilets	1560 sq. ft.	145.00 Sq.M.
Type-C	2BR + 2 Toilets	1230 sq. ft.	114.31 Sq.M.

Unit No. Floor Tower Type
Super Area Sq. M. (Approx) Sq. ft. (Approx)

5. Payment Plan Opted

PLAN - A – Down Payment Plan
PLAN – B – Flexi Payment Plan
PLAN – C – Construction Payment Plan

6. Payments:

<u>PARTICULARS</u>	<u>Rate per Sq. Ft.</u>	<u>Total Amount</u>
I. Basic Sale Price	Rs.	Rs.
II. Covered Car Parking	Rs.	Rs.
III. Club Members Charges	Rs.	Rs.
IV. Power Back-up Charges	Rs.	Rs.
V. Interest Free Maint. Security (IFMS)	Rs.	Rs.
VI. One Time Lease Rent	Rs.	Rs.
VII. Firefighting Charges	Rs.	Rs.
VIII. External Development Charges (EDC)	Rs.	Rs.
IX. Internal Development Charges (IDC)	Rs.	Rs.
X.		
XI. Gas Pipe Line Charges	Rs.	Rs.
XII. Preferential Location Charges		
1) Floor PLC	Rs.	Rs.
2) Outer Park Facing	Rs.	Rs.
3) Pool Facing	Rs.	Rs.
4) Corner	Rs.	Rs.

TOTAL SALE PRICE Rs. Rs.

Service Tax will be charged extra as applicable time to time.

7. Mode of Booking:

Direct / Broker
If, Broker please affix name and
Address with rubber stamp and
Mobile No

8. I/We the above applicant(s) do hereby declare that the terms and conditions of this application have been read / understood/explained by broker/employee in vernacular by/to me / us and the same are acceptable to me / us. I/We the above applicant(s) unequivocally agree, affirm and undertake to abide by the brief terms & conditions as appearing herein above as well as in Schedule-I to this application and further declare that the above particulars / information given by me/us are true & correct and nothing has been concealed there from. These information/particulars may be recorded for future reference and communication.

Note:

- 1) Cheques / Demand Draft towards sale Price of the Apartment to be made in favour of **“Strategic Developers Private Limited”** Payable at NOIDA.
- 2) In case, the cheque(s) comprising booking amount is dishonored due to any reason whatsoever the present application shall be deemed to be null & void and the provisional allotment, if any, shall stand automatically canceled / revoked / withdrawn without any notice to the applicant.
- 3) All amounts received from intending Allottee(s) other than resident Indian shall be through NRE / NRO / Foreign Currency Account only.
- 4) Applications shall be considered as incomplete if not accompanied by photographs, PAN No.
- 5) Memorandum of Association, Article of Association and board resolution of the authorized signatory, if booking in the name of company, is required.
- 6) Total Sale Price does not include stamp duty / registration charges and any other ancillary and incidental charges which shall be fully borne and paid by the applicant(s).
- 7) The Total Sale Price does not include the Maintenance charges, property tax, municipal tax, wealth tax, service tax, government rates & taxes on land and construction of building or any kind of fee or tax by whatever name called.
- 8) The use of words in the singular or plural or with a particular gender, shall not limit or exclude the scope the application or any provision hereof to any person or persons or circumstances except as the context otherwise requires.
- 9) Applicant, having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other applicable Act/Law governing such transactions which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/the Company, the amount paid towards booking and/or otherwise will be returned by the Company (subject to deductions as applicable) without further any obligation as per applicable rules & regulations without any interest and the allotment shall stand cancelled.

SCHEDULE - I

INDICATIVE TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF APARTMENT IN 'ROYAL COURT', PLOT NO. 4C, SECTOR-16, GREATER NOIDA, UTTAR PRADESH, INDIA

The Terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions comprehensively set out in the Apartment / Apartment Buyer's Agreement which upon execution shall form part and parcel of this application containing the terms and conditions set out herein below:

- 1) The 'ROYAL COURT' is a residential group housing project (the 'Housing Project') being developed on a Plot of land numbered GH-4C, Sector-16, Greater Noida, Distt. – Gautam Budh Nagar, Uttar Pradesh, India admeasuring approximately 12,000 sq. mtr. (Hereinafter referred to as the 'Plot'). The said plot has been allotted by Greater Noida Industrial Development Authority ('GNIDA') to M/s Strategic Developers Private Limited (hereinafter referred to as SDPL) a special purpose company (SPC) of a consortium led by M/s Radheykrishna Technobuild Pvt. Ltd., Belgravia Projects Pvt. Ltd. and ATS Infrastructure Limited for development of the housing project (referred for the purposes of this letter of Allotment, as 'Royal Court'). The Lease Deed for demise of the said plot to the SDPL has been executed by and between GNIDA and SDPL on May 13, 2011 for the purpose of the development of a group housing project, in terms of which the SDPL has the requisite authority to execute the housing project and undertake allotment of the apartments in the housing project.
- 2) Whereas as per norms of Group Housing Plot, the land will be used for commercial, residential, open spaces, parks play area; roads etc. and the whole Group Housing Plot will be developed in phases.
- 3) The building plans of proposed Group Housing Plot will be submitted / sanctioned to / by the Greater Noida Industrial Development Authority (GNIDA). The Complex will have Apartment of different sizes and dimensions in various blocks therein and will also have spaces for daily needs commercial
- 4) The intending Allottee(s) has applied for provisional allotment of a residential apartment with full knowledge of all the laws/notifications and rules applicable to this area in general and this group housing project in particular which have been explained by SDPL and understood by him/her.
- 5) The intending Allottee(s) has satisfied himself/herself about the interest and title of SDPL in the land on which the said apartments are being constructed and has understood all limitations and obligations in respect thereof. The intending Allottee(s) agree(s) that there will not be any further investigations or objections by him/her in this respect.
- 6) The Intending Allottee authorize SDPL to refund the entire money received from the Intending Allottee with interest @9% per annum if the building plans are not sanctioned by the competent authority within twelve (12) months of the date of this application and the Intending Allottee has assured SDPL that he/she shall not raise any disputes in this regard and that his/her consent and authorization to SDPL for refund is irrevocable.
- 7) The provisional and/or final allotment of the Apartment is entirely at the discretion of SDPL and SDPL has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
- 8) It is specifically understood by the Intending Allottee(s) that upon execution, the terms and conditions as set out in the Apartment Buyers Agreement shall form part and parcel of this application containing the terms and conditions as set out in this application.
- 9) The Allotment, if and made by the SDPL, pursuant to the accompanying application shall be purely provisional without any right or interest in land or property and further be subject to the terms and conditions, restrictions and limitations contained in the Lease Deed dated 13-05-2011 executed by GNIDA in favour of the SDPL and all laws, notification and rules as may be applicable, inter alia, to the Apartment and / or the plot, including any amendment or variation thereof.
- 10) The intending Allottee having read and understood the same has applied for the Allotment and has undertaken to abide by those terms and conditions, restriction and limitation etc.
- 11) That the intending allottee(s) who has applied for provisional allotment of an apartment in project known as 'Royal Court', with full knowledge of laws, bylaws, notifications and rules as applicable to the plot and group housing project and the terms and conditions mentioned in the GNIDA Lease and satisfied himself about the title, interest & rights of the SDPL on the land on which the said complex is being constructed and has understood all limitations and obligations of the SDPL in respect thereof. I / We confirm that no further enquiry or investigation in this regard shall be required by me/us.
- 12) That saving and accepting the particular Apartment allotted the intending Allottee(s) shall have no claim or right of any nature or kind what so ever in respect of unsold apartments, open spaces, parking places, lobbies, staircases,

lifts, terraces, roofs, spaces for commercial parks, basements parking spaces (excepting what has been allotted by an agreement to Intending Allottee(s)) or tot-lots, space for public amenities, shopping centers or any other space not allotted to him/ her/ them, which shall all remain the property of SDPL for all times unless SDPL decides to dispose them off subject to right of the Intending Allottee(s), as mentioned hereinafter and SDPL can lease out the vacant apartments or the complete block of the apartment as a whole or in part to one or more person(s)/ company, institution(s) whosoever for short term or long term.

- 13) That the aforesaid Total Sale Price is for the total area of the said apartment as mentioned hereinabove, properly known as "Super Area," which comprises the covered areas, areas under walls, full areas of galleries and other projections whatsoever, together with proportionate undivided share in the common areas and facilities such as area under stair-cases, lifts, entrances and exits of the building, water supply arrangements and installation like power, light, sewerage etc. and including all easement rights attached to the said Apartment. However, it is admitted, acknowledged and so recorded by and between the parties that all other rights excepting what have been mentioned above aforesaid including easement rights and to carry out further construction in case of any change in the FAR, density, club, swimming pool, open spaces, parks, parking (excepting what has been allotted by this allotments) or tot-lots, public amenities, shopping centers and other facilities and amenities will be in the sole ownership of the SDPL and SDPL can dispose of the other assets whatever stated above at own will and requirement.
- 14) I/We have examined the tentative plans, designs, and specifications, of the said Apartment and have agreed that the SDPL may affect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in its dimensions, area or location etc. The area and measurement of Apartment may vary at the time of completion of project and accordingly difference in amount will be paid by me/us or refunded to me/us, as the case may be, to which i/we have no objection.
- 15) The intending Allottee has made this application with full knowledge that the building plans, specifications, location of the apartments/building, in which apartment applied for will be located, floor plans and other terms and conditions as stated in this proposal are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the company as it may deem fit and the Intending Allottee has made this proposal with the full knowledge that the building in which the apartment proposed for is located are not yet finalized/sanctioned by the competent authority. SDPL intends to increase the proposed number of floor in the said building and shall be seeking necessary approvals for the same. The Intending Allottee hereby agrees that SDPL is fully entitled to increase the number of floor in the said building and/or the height of the said building and the Intending Allottee has no objection to the same. In case SDPL is able to obtain the necessary approvals for increasing the number of floors and/or increase of the height of the said building then in such case, SDPL shall inform the Intending Allottee about whether the Intending Allottee wishes to move to a higher floor. If the Intending Allottee conveys his desire to shift to a higher floor, the same may be permitted by SDPL at its sole discretion. Accordingly, this application and the subsequent Apartment Buyers' Agreement shall stand modified to this effect. The intimation of option to such to a higher floor will be give to all the Intending Allottees by way of written notice.
- 16) I/we agreed that the provisional allotment, if any, shall be endeavored to be made within 6 (six) months from the date of submission of this completed application form and further time is not the essence of allotment.
- 17) I/we agreed that for any reason whatsoever, If SDPL is not able to provide the provisional allotment within a period of 1 (one) year from the date of credit of application money then SDPL shall upon the specific request of the applicant shall refund the amount in full with simple Interest @ 10% per annum with no further liability to pay any damages or compensation in any form. Further No Interest for delayed allotment shall be payable by SDPL.
- 18) I/we agreed that the application money and earnest money for the purpose of this application and for Apartment Buyer's Agreement shall be 20% (Twenty Percent) of the total basic sale price amounting to Rs.....as may become applicable from time to time per apartment, whichever is higher. The intending Allottee hereby authorises the SDPL to forfeit this application money/earnest money alongwith the interest on delayed payments, interest on installments, brokerage and other expenses etc. in case of non fulfillment of the terms and conditions herein contained and those of the Apartment Buyer's agreement as also in the event of failure by the intending allottee to sign and return to the SDPL the Apartment Buyer's Agreement within Thirty (30) days of its dispatch by the SDPL

or

However if, I/we withdraw/cancel/seek refund of the registration application before the allotment, the withdrawal shall be subject to the deduction of 50% of the registration money deposited or amount of Commission paid to the broker and expenses incurred by the SDPL in this behalf, whichever is higher.

- 19) I/ We agreed that SDPL shall have exclusive rights to cancel the Registration/ Provisional allotment of the said Apartment, in the event of failure by me/us to pay timely complete Registration amount/due Installment(s), as prescribed in payment plan, without any other obligation or cost on the company except refund of money deposited by me/us after forfeiting the earnest/registration money.
- 20) That as per the layout plan it is envisaged that the apartment on all Floors shall be sold as an independent Apartment with impartable and undivided share in the land area underneath the plot. The Intending Allottee(s) shall not be permitted to construct anything on the terrace. However, SDPL shall have right to explore the terrace and carry out the construction of further apartment in the eventuality of change in the FAR. If, as a result thereof, there is any change in the boundaries or areas of the said Apartment, the same shall be valid and binding on the Intending Allottee(s).

- 21) I/ We agreed that the time shall be the essence in respect of payment on or before due date of total sale price and other amounts payable by me/us as per the payment plan opted by me/ us and/ or as demanded by SDPL from time to time. I/We have to bear interest @ 18% p.a. on the defaulted amount for the delayed period, if SDPL does not cancel the Registration/ Provisional allotment of the said Apartment, on account of default, which can be regularized by SDPL, at its sole discretion, on such terms and conditions, as it may deem fit.
- 22) I/we agreed that the Preferential Location Charges (PLC) and any enhancement thereof, service tax, lease rent as applicable, stamp duty, registration fee or any other charges of any nature shall be borne and paid by me/us.
- 23) I/We agreed that I/we has/have to take prior permission from SDPL to transfer my/our Registration/ Provisional Allotment. First Transfer till 31st March 2013 will be without any fee or charges and after 31st March 2013, I/ we agree to pay processing fees & transfer charges as decided by SDPL from time to time.
- 24) I / We agreed that SDPL shall have right to raise the finance/ loan from any financial institution/ bank by way of mortgage / charge/ securitization of receivable or otherwise of the said Apartment subject to the said Apartment being free of any encumbrance at the time of execution of the sale deed. The financial institution/ bank shall always have the first lien/ charge on the said Apartment for all its dues and other sums payable by me / us or in respect of the loan granted for the purpose of the construction.
- 25) I / we agreed that SDPL shall have the right to transfer ownership of the said project as a whole or in parts to any other entity such as any Individual, partnership firm, body corporate(s) whether incorporated or not, association or agency etc. by way of sale/ disposal/ or any other arrangement as may be decided by the company without any intimation, written or otherwise to me /us and I / we shall not raise any objection for the said transfer.
- 26) I/we agreed that the maintenance, upkeep, repairs, security, landscaping and common services etc. of the Group Housing shall be managed by SDPL or its nominated Maintenance Agency. I/We shall pay, as and when demanded, the maintenance charges including interest free security deposit for maintaining and up-keeping the said Group Housing and the various services therein, as may be determined by SDPL or the maintenance agency appointed for this purpose. Any delay in making payment will render me/us liable to pay interest @ 18% p.a. or as revised from time to time, Non-payment of any of the charges within the time specified shall also disentitle me/us from the enjoyment of the common areas and services.
- 27) I/we agreed that the loans from financial institutions to finance the said Apartment may be availed by Me/Us. However, if a particular Institution/Bank refuses to grant/extend financial assistance on any ground, I/We shall not make such refusal an excuse for non-payment of further installments/dues. I/We further agree that delay in granting/extending financial assistance on any ground by Bank/Financial Institution will not be any ground to delay the payment of installment as per agreed terms. Time being the essence of the making payment on due dates, the SDPL in its sole discretion may cancel the allotment or levy additional interest, which shall be part and parcel of the terms of this application and shall not be treated as penal interest.
- 28) I/we agreed that SDPL shall endeavor to give possession of the said Apartment to me/us as early as possible, subject to force majeure circumstance and also reasons beyond the control of SDPL such as statutory clearances.
- 29) That the Allottee(s) shall after possession comply with all the mandatory requirements and compliances as per the Ministry of Environmental Impact Assessment (EIA) norms. U. P. Pollution Control Board / Water Commission / any other rules and regulations lay down by State of U.P. or any other competent authority / body in this behalf.
- 30) I/We agreed that before taking possession of the Apartment, I/We shall clear all the dues towards the said Apartment and execute the conveyance deed for the said Apartment in my/our favour after paying stamp duty, registration fee, and other charges/expenses, for which SDPL shall not be liable.
- 31) I/We agreed that my/our complete mailing/permanent/office addresses have been registered with SDPL at the time of booking of Apartment(s) and it shall be my/our responsibility to inform SDPL by Registered A.D letter about all subsequent changes in my/our addresses, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by me/us at the time when those should ordinarily reach at such address and I/We shall be responsible for any default in making payment and other consequences that might occur there from.
- 32) I/we agreed and undertake that e-mail id provided by me/us is a valid e-mail id and all communications sent by SDPL through email mode will also be considered as valid mode of communication with me/us. All demand notices and letters sent through email mode will be deemed to have been received by me/us as the other ordinary mode of communication. Similarly I/ we also give my/our consent and undertaking for receiving SMS alerts from SDPL time to time.
- 33) I/we agree that in case of joint applicants, all communication shall be sent by SDPL to the applicant whose name appears first in the application form and this first applicant shall be considered as served on all the applicants for all purposes and no separate communication be required to be sent to the other named applicant(s). In case of Email mode all communications is sent whose Email ID is provided by me/us to SDPL.
- 34) I/we agreed that if any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment shall be liable to be cancelled and the earnest money shall be forfeited and I/We shall be responsible for such misrepresentation/ concealment/ suppression of such material facts.
- 35) The Intending Allottee hereby authorizes and permits SDPL to raise finance/loan from any Financial Institution / Bank by way of mortgage / charge / securitization of receivables of his/her apartment subject to the apartment being free of

any encumbrances at the time of execution of sale deed. SDPL / financial institution / bank shall always have the first lien / charge on the said Apartment for all its dues and other sums payable by the Intending Allottee or in respect of the loan granted for the purpose of the construction of the said building / complex. In case of the Intending Allottees who have opted for long term payment plan arrangement with any Financial Institutions / Banks, the conveyance of the apartment in favour of the Intending Allottee shall be executed only upon SDPL receiving No Objection Certificate from such Financial Institutions/Banks.

- 36) All or any disputes arising out of or touching upon or in relation to the terms of this Registration Form 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 & Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The Arbitrator shall be appointed by SDPL and there would be no objection from I/We regarding the person who is chosen as Arbitrator by SDPL. The arbitration proceedings shall be held in Delhi.
- 37) I/we agreed that the Courts at NOIDA / Delhi alone shall have jurisdiction in case of any dispute.
- 38) That the intending Allottee(s) consents that SDPL can make any type of change in layout / elevation / design, green area or parking spaces etc. as and when required or deemed fit.
- 39) That the construction of the Complex is likely to be completed as early as possible subject however, to force majeure circumstances, regular and timely payments by the intending Allottee(s), availability of building material. Any dispute with the contractor, change of laws by Government / local authorities etc., no claim by way of damage, compensation shall lie against the SDPL in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of SDPL.
- 40) That a written intimation for completion of project will be sent to the intending Allottee(s) and a "Fit-out Period" of one quarter will commence from the date of offer for possession. The said "Fit-out period" is in order to facilitate the intending Allottee(s) to communicate the exact date by which he/she/they will be taking the physical possession of his/her/their own Apartment after complying with the requisite formalities viz. obtaining NOC from the Accounts Department of the Company, registration of Sub Lease Deed etc. The installation of sanitary-ware, wash-basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said "Fit-out period" only, which will take 20 to 25 days for an individual Apartment.
- 41) However, if there is delay in handing over possession of Apartment after expiry of "Fit-out period" due to any other reason(s), SDPL will pay the intending Allottee(s) delayed possession charges @ Rs. 5/- per sq. ft. per month in respect of Super Area of the Apartment for delayed period only (commencing from the date of expiry of "Fit-out period") provided that all due installments from the concerned intending Allottee(s) were received in time and he/she/they have complied with requisite formalities viz. obtaining No Dues Certificate from the Accounts Department of SDPL, registration of sub lease deed etc. and they are not wanting in any respect on their part in complying with the Terms & Conditions of this Agreement.
- 42) That in case the Allottee(s) fail to take possession of Apartment within 'Fit-out-period', he/she/they will pay penalty @ .1% of total cost for the delay of first month and 2% for next month.
- 43) That in case the intending Allottee(s) fails to take possession of Apartment even after delay of two months from the date of expiry of "Fit-out Period", his/ her/ their booking of Apartment shall be treated as cancelled without any further notice, and the amount received shall be refunded without any interest after forfeiting amount equivalent to 10% of cost of Apartment as per Company's terms and conditions.
- 44) That any request for any change in construction of any type in the Apartment from the intending Allottee(s) will not be entertained.
- 45) That after taking possession of Apartment the intending Allottee(s) shall have no claim against the Builder as regards quality of work, material, pending installation, area of Apartment or any other ground whatsoever.
- 46) That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other taxes or charges or fees or cesses shall be payable by the intending Allottee(s) to the SDPL / concerned Authority from the date hereof or date of possession or deemed dated of possession declared by SDPL whichever is earlier.
- 47) That the intending Allottee(s) will pay non-refundable Interest Free Maintenance Security Deposit (IFMS) @ Rs. 35/- per sq. ft. to SDPL. The IFMS will be kept /used / transferred to the maintenance agency / body of the project nominated by SDPL, which will maintain the common services of the project.
- 48) That the intending Allottee(s) will has/have to pay monthly Maintenance Charges from the date of possession or deemed dated of possession declared by SDPL whichever is earlier. The rate of maintenance charges will be decided by SDPL at the time of possession.
- 49) That the rate for Electricity and Power back-up consumption charges and Fixed Charges (payable in case of minimum / non-usage of electricity and power back-up) payable through pre-paid system by the intending Allottee(s) to SDPL will be decided by SDPL at the time of possession.
- 50) That any type of encroachment / construction in the entire Complex including roads, lobbies, roof, balconies etc. will not be allowed to the Apartment owner / association of the Apartment owners.

- 51) That if for any reason whether within or outside the control of SDPL, the whole or part of the Scheme is abandoned, no claim will be preferred against SDPL, except that money received from the intending Allottee(s) will be refunded in full without interest.
- 52) It is hereby agreed understood and declared by and between the parties that a Sub Lease Deed shall be executed and registered in favour of the intending Allottee(s) after the Apartment has been finally constructed at the site after receipt of total sale consideration and other charges agreed herein by SDPL. The other connected expenses i.e. cost of Stamp Duty for registration of the Sub lease deed / Registry, registration charges / fees, miscellaneous expenses and advocate legal fees / charges shall be borne and paid by the intending Allottee(s). The Intending Allottee(s) will be responsible and liable for paying under stamp duty, deficiency in stamps and valuation of the Apartment for the stamp duty etc.
- 53) That the intending Allottee(s) shall abide by all laws, rules and regulations of the GNIDA / Local Bodies / State Govt. of U. P. and proposed Body Corporate. Association of the Buyers (as and when formed till then as prescribed by SDPL) and shall be responsible for all deviations, violations or breach of any of the conditions of law / bye laws or rules and regulations after the completion of the complex. The Apartment shall be used only for the purpose for which it is allotted.
- 54) That the intending Allottee(s) is aware that various Apartments are being allotted to various persons under uniform terms and conditions. The intending Allottee(s) agrees that he will use the said Apartment for residential purpose and use for activities as are permissible under the law and shall not use the aforesaid Apartment for any other purpose which may or likely to cause nuisance to intending Allottee(s) of other Apartments in this Complex, to crowd the passages or to use it for any illegal or immoral purpose.
- 55) That the intending Allottee(s) consents for repairing any damages in the toilets / bathroom / any other portion of the other Apartment caused due to his / her / its negligence or willful act. The intending Allottee(s) will be responsible for any damage to any equipment in the complex e.g. lifts, Firefighting equipments, meter panels, water pumps or any other items if it occurs due to his's / her's / their's malfunctioning or willful act or negligence and will have to compensate for the same.
- 56) That the contents of each Apartment along with the connected structural part of the building shall be insured by the intending Allottee(s) at his/her/their own cost against the fire, earthquake etc. SDPL after handing over the possession of a particular Apartment shall in no way be responsible for safety, stability etc. of the structure. The intending Allottee(s) will pay all charges towards insurance either by him individually or through society collectively if so formed for the maintenance of building.
- 57) That the Interest Free Security Deposit given by the intending Allottee(s) to SDPL or nominee of SDPL will be transferred to the intending Allottee's Resident Welfare Association (RWA) at the time of termination of the "Maintenance Agreement" or transfer of maintenance to the RWA of the Complex. At the time of handing over of maintenance of the Project, SDPL will charge over the following items to the RWA:
- A. All existing lifts, corridors, passages, parks, underground & overhead water tanks, firefighting equipments with motors and motor room.
 - B. Security gates with intercom, lift rooms at terrace without terrace right.
- Note: Open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, parking spaces (excepting what has been allotted by an agreement to Intending Allottee), tot-lots, space for public amenities, shopping centers or any other space will remain the property of SDPL.
- 58) That the Carbon Credit Benefit arisen, if any, in the above said Group Housing Complex can be redeemed by the Builder.
- 59) That SDPL shall get single point electric connection for the complex from the Paschimanchal Vidyut Vitran Nigam Limited or any other concerned Authority and will be distributed through separate meters to the intending Allottee(s) through prepaid system. The intending Allottee(s) will get the electric connection for the capacity as opted by him/her/them at the time of booking (minimum 5 KVA) @ Rs. 5000/- per KVA.
- 60) That the Maintenance Charges, Electricity Charges, Power back-up charges, fixed charges for electricity and power back-up will be deducted through prepaid electric meter system.
- 61) That the intending Allottee(s) can also avail power back-up facility and notify his/her/their requirement at the time of booking in application form. He/she/they will pay Rs. 20000/- per KVA at the time of offer for possession for power back-up installation charges. The intending allottee(s) may kindly ensure to have given consent in writing at the time of application as no request for power back-up shall be entertained later on. The per unit charge for the back-up (i.e. running cost of the DG set) shall however, be decided at the time of offer for possession.
- 62) That the Car parking is available inside the Complex on payment basis and it shall be allotted to the Allottee(s) at the time of possession. The Cars / Scooters / two wheelers / cycles will be parked within the same parking space allotted to the intending Allottee(s). A separate Agreement for the allotment of the car parking will be executed between Builder and the Intending Allottee(s) at the time of possession. One car parking is mandatory. No car/vehicle parking is allowed inside the Complex except those, who have reserved the car parking space.

- 63) Further, if there is any Service Tax, Trade Tax and any additional Levies, Rates, Taxes, Charges, Compensation to the farmers, Cess and Fees etc. as assessed and attributable to the SDPL as a consequence of order from the Government, GNIDA, or any other local authority / body(s), the intending Allottee(s) will be liable to pay his/her/their proportionate share in the same.
- 64) All or any disputes arising out or touching upon in relation to the terms of this application and/or provisional allotment and/or subsequent allotment letter and Buyer's Agreement 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 in **Delhi**/NOIDA/Greater NOIDA by a sole arbitrator who shall be appointed by the appointed by the SDPL and whose decision shall be final and binding upon the parties. The intending Allottee hereby confirms that he/she/it shall have no objection to this appointment even if the person so appointed, as Arbitrator is an employee or Advocate of the company or is otherwise connected to the company and the intending allottee confirms that notwithstanding such relationship/connection, the intending allottee shall have no doubts as to independence or impartiality of the said Arbitrator. The High Court of Allahabad and the Courts subordinate to it, alone shall have jurisdiction in all matter arising out of or touching and/or concerning this application. The Forums or Commission at Lucknow or Forum or Commissions Subordinate to it, alone shall have jurisdiction in all matter arising out of or touching and/or concerning application.
- 65) I/We have fully read and understood the Terms and conditions given above and agree to abide by the same. I/We also understand that the Terms and conditions given above are of indicative nature with a view to acquaint the applicant with the terms and conditions comprehensively set out in the Apartment / Apartment Buyer's Agreement which upon execution shall form part and parcel of this application containing the terms and conditions set out herein above. I/We have sought detailed explanations and clarifications from the company and the company has 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 the application. I/We shall be left with no right, title, interest or lien on the apartment applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Signature of the intending Allottee

Consent for Communication through E-mail / SMS

I, _____

S/o _____

R/o _____

(First Applicant)

And I, _____

S/o _____

R/o _____

(Second Applicant)

Of the group housing project of SDPL namely "ROYAL COURT", situated at Plot No. GH-4C, Sector – 16, Greater Noida, Uttar Pradesh, India, give my/our unconditional consent and undertaking for receiving all demand notices, letters, all type of updates and communications etc. issued by the company from time to time through the below mentioned e-mail id provided by me/us.

The e-mail id _____

provided by me/us is a valid e-mail id and all said communications sent by the company through this mode will be considered as received by me/us as the other ordinary mode of communication.

Further I/we the applicant(s) give my/our unconditional consent also for receiving updates/ reminders etc. from time to time through SMS (Short Message Services) on my/ our mobile no. (s) _____.

NO OBEJECTION CERTIFICATE

I, _____

S/o _____

R/o _____,

First Applicant, and,

I, _____

S/o _____

R/o _____,

Second Applicant,

Of the group housing project of SDPL namely "ROYAL COURT", situated at Plot No. GH-4C, Sector – 16, Greater Noida, Uttar Pradesh, India, having No Objection and give my/our consent/ NOC to the Promoter Company Strategic Developers Private Limited for utilization maximum FAR by additional construction or otherwise, granted /to be granted in future by the Greater Noida Industrial Development Authority (GNIDA) or any other concerned authorities, for the said group housing project of the promoter company. Further there will be no demand by me/us for reduction of cost of unit applied for or otherwise demand for compensation to utilize enhanced FAR.

Sole/First Applicant

Second Applicant

UNDERTAKING

I, _____

S/o _____

R/o _____,

First Applicant, and,

I, _____

S/o _____

R/o _____,

Second Applicant,

Of the group housing project of SDPL namely "ROYAL COURT", situated at Plot No. GH-4C, Sector – 16, Greater Noida, Uttar Pradesh, India, have applied for provisional registration of a unit admeasuring _____ sq. ft. (approx) on _____ floor in the above referred project of SDPL and undertake subject to the following:-

1. Application for Allotment is processed subject to clearing Cheque no. _____ dated _____ drawn on _____ Bank for Rs. _____.
2. In case any of the cheque(s) tendered by me/us gets bounced or doesn't get realized due to any reason whatsoever, my/our application shall not be considered and the Company will have the unconditional right to allot the said unit to anybody without any further intimation to me/us.

Guidelines for filling the application form

- Please ensure that the application form is completed with all relevant details.
- All information to be legible.
- Applicant/s to sign on all pages of application form and terms & conditions. In case of joint applicant/s, signatures of all the parties are required.
- Cheque / DD in favour of “STRATEGIC DEVELOPERS PVT. LTD.” payable at Noida.

Documents to be submitted along with the application form

- **Resident of India:**
 - Copy of PAN Card.
 - Copy of Residence Proof.
- **NRI / Foreign National of Indian origin:**
 - Copy of the individual's passport.
 - In case of Cheque, all payments should be received from the NRE / NRO / FCNR account of the customer only or foreign exchange remittance and not from the account of any third party.
 - In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE / NRO account of the applicant.
- **Private Limited & Limited Company:**
 - Copy of the PAN Card of the Company.
 - Board resolution authorizing the signatory of the application form to buy property on behalf of the company duly authenticated by any other Director of the Company.
 - Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the company secretary / Director of the Company.
 - Copy of Address Proof.
 - List of Director/s / Shareholder/s.
- **Partnership Firm:**
 - Copy of PAN card of the partnership firm.
 - Copy of partnership deed.
 - In case of one of the partners has signed the documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm.
- **Hindu Undivided Family (HUF):**
 - Copy of PAN card of HUF.
 - Copy of PAN card of Karta.
 - Copy of address proof.

NOTE:

- In case of two or more than two joint applicant/s similar details of all the remaining applicants to be attached herewith.
- 3 passport size photographs of the applicant/s required in all cases.

SPECIFICATIONS

FLOORING

- Laminated Wooden Flooring in Master Bed Room.
- Vitrified Tiles in All other bed rooms, DD & Kitchen. (Johnson or equivalent)
- Anti Skid Ceramic Tiles in all bathrooms & balconies. (Kajaria or equivalent)
- Marble Stone / Tiles in Lift Lobby, Stair case & Corridor.
- Granite Counter in all bathrooms & Kitchen.

DADO

- Ceramic Tiles up to False Ceiling Height in all bathrooms.
- Ceramic Tiles up to 2-0' above counter in Kitchen.

PAINT

- Plastic Emulsion Paint on all internal walls & Ceiling white. (Asian or equivalent)
- Texture Paint in External Finish. (Asian or equivalent)

DOORS & WINDOWS

- Hard Wood Frame with Painted Flush / Skin Door Shutters.
- Powder Coated UPVC / Aluminum in External Doors & Windows.

ELECTRICAL SYSTEM

- FRLS Copper Wiring in concealed PVC Conduits. (Finolex or equivalent)
- Modular Switches with switch plates. (Anchor Roma or Equivalent)
- TV & Telephone points in DD & all bedrooms.

FIXTURE & FITTINGS

- Wardrobes in all bedrooms.
- Modular wood work in Kitchen below the counter.
- Individual RO in each Flat. (Kent or Equivalent)
- SS Sink in Kitchen.
- Fans in all bed rooms & DD. (Crompton or equivalent)
- Electrical Fitting in all bed rooms, bathrooms, DD & Kitchen. (Crompton or equivalent)
- Exhaust Fan in all bathrooms & kitchen. (Crompton or equivalent)
- White Chinaware as Sanitary Fixture in all bathrooms. (Hind ware, Cera or equivalent)
- CP fittings in all bathrooms & Kitchen. (Jaquar or equivalent)
- MS Railing in all balconies, Corridors & Stair cases.