

Application Form

M/s RPS INFRASTRUCTURE LIMITED
1117 – 1120, 11th Floor, Tower – B, DLF Towers,
Jasola District Center, New Delhi

Dear Sir,

I/we, hereby request that I/We may be allotted a Unit in the Project named "SAVANA", situated at RPS City, Sector-88, Greater Faridabad, Haryana.

I/We have read and understood and shall abide by the terms and conditions attached to this application form. Further I/We have also read and understood the Price list cum payment plan of the company for above named project as applicable on date of signing of this Application.

I/We remit herewith a sum of Rs. _____ (Rupees _____) through Bank draft/Cheque No. _____ dated _____ drawn on _____ Bank, payable at New Delhi/Faridabad as part of the earnest money.

(All drafts and cheques to be made in favour of "RPS Infrastructure Ltd. A/c SAVANA" payable at New Delhi/Faridabad only).

I/We have clearly understood that this Application does not constitute an Agreement to Sell & I/We do not become entitled to the provisional and/or final allotment of Unit 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 Buyer's Agreement on the company's standard format that the allotment shall become final and binding, failing which this application alone shall not construe any contract between the parties and shall ultimately be treated as cancelled only at the sole discretion of the company.

My/our particulars are given below for your reference and records:-

A: FOR INDIVIDUALS

1. First Applicant

Mr./Ms. _____ Son / Wife / Daughter of _____ Permanent Address _____ _____ _____ Pin Code _____ Mailing Address _____ _____ _____ Pin Code _____ Telephone _____ Fax No. _____ Mobile _____ E-Mail ID _____ Occupation _____ Designation _____ Name & Address of Company _____ _____ Tel No. _____ Date of Birth _____ Nationality _____ PAN _____ Marital Status _____ Residential Status : Resident / Non-Resident/Foreign National of Indian Origin.	Please affix your photograph here and sign across
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2. Second Applicant

Mr./Ms. _____ Son / Wife / Daughter of _____ Permanent Address _____ _____ _____ Pin Code _____ Mailing Address _____ _____ _____ Pin Code _____ Telephone _____ Fax No. _____ Mobile _____ E-Mail ID _____ Occupation _____ Designation _____ Name & Address of Company _____ _____ Tel No. _____ Date of Birth _____ Nationality _____ PAN _____ Marital Status _____ Residential Status : Resident / Non-Resident/Foreign National of Indian Origin.	Please affix your photograph here and sign across
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Signature of First Applicant

Signature of Second Applicant

B: FOR COMPANIES/FIRMS/HUF

M/s. _____
 Name of Director/Partner/Karta/Proprietor _____
 Date of Incorporation/Formation _____
 Permanent Address _____
 _____ Pin Code _____
 Mailing Address _____
 _____ Pin Code _____
 Telephone _____ Fax _____ Mobile _____
 E-mail _____
 PAN _____

DECLARATION:

I/We the above named applicants do hereby declare that my/our application for a allotment of a Unit with the company is irrevocable and the above particulars given by me/us are true and correct and nothing material has been concealed there from. In case it is found that the allotment is being obtained through misrepresentation and suppression of material facts, then the Company shall be well within its rights to cancel the allotment and Company's decision in this regard shall be final. Any allotment against this application shall be subject to the terms and conditions attached to this application, which I/we have signed in token of having accepted the same which shall ipso-facto be applicable to my/our legal heirs and successors. I/We declare that in case of non-allotment of the Floor Unit for any reason whatsoever, my/our claim shall be limited only to the refund of booking amount without any interest.

Signature of First Applicant

Signature of Second Applicant

Place _____

Date _____

For Office Use Only**Details of Unit :**(i) Unit No. _____
(iii) Floor _____(ii) Tower Name _____
(iv) Super Area _____ Sq. Ft.**Total Cost of the Unit :**

(i) Basic Sale Price _____	Rs. _____
(ii) Preferential Location Charges _____	Rs. _____
(iii) EDC & IDC Charges _____	Rs. _____
(iv) Car Parking Charges (Covered / Back to Back*) :	Rs. _____
(v) Power Back-up Charges (_____ KVA)	Rs. _____
(vi) Club Membership Charges _____	Rs. _____
(vii) Interest Free Maintenance Security _____	Rs. _____
(viii) Other Cost (if any) _____	Rs. _____
Total Cost of Unit (Subject to Buyer's Agreement)	Rs. _____

(*) Back to Back Car Parking Facility is subject to availability.

Payment Plan Option : (A) Construction Linked Plan (B) Down Payment Plan

If through Dealer / Agent his particulars:-

(i) Name _____
 (ii) Address _____
 _____ Pin Code _____
 (iii) Telephone No. _____ Fax No. _____ Mobile No. _____
 (iv) PAN No. _____
 (v) E-Mail _____ Website _____

Signature of Dealer / Agent with Stamp

Checklist for receiving official:

- Booking Amount
- Customer signature at specified places of the Application Form.
- Signed copy of Price list cum Payment Plan.
- PAN No./Form 60/Copy of PAN Card
- Copy of Address Proof & Copy of ID Proof
- For Companies : Memorandum & Article of Associations /Board Resolution
- For Partnership Firm: Authority Letter duly signed by all the Partners alongwith certified true copy of the Partnership Deed.
- For NRI : Copy of Passport & Payment through NRE/NRO Account

Remarks: _____

(Received By)

(Checked By)

(Authorized Signatory)

Name: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Designation: _____

INDICATIVE TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FORM FOR PROVISIONAL ALLOTMENT OF RESIDENTIAL UNIT IN "SAVANA" PROJECT SITUATED AT RPS CITY, SECTOR-88, GREATER FARIDABAD, HARYANA,

The terms and conditions mentioned herein below are only indicative, to enable the Applicant to acquaint himself with the terms and conditions as comprehensively set out in the Buyer's Agreement which upon execution, shall supercede these terms and conditions.

1. The Applicant has applied for provisional allotment of a Unit with full knowledge of all the laws/notifications, rules and byelaws applicable to this area in general and this Project in particular, which have been fully explained by the Company and understood by the Applicant. The Applicant has also perused & understood the terms of Standard Buyer's Agreement.
2. The provisional allotment of the Unit is entirely at the discretion of the Company. The Company has the right to reject the application without assigning any reason. Some Unit(s) in the Project attract preferential location charges, which in case allotted to the Applicant shall be payable by the Applicant without any demur or protest.
3. The Applicant has examined & understood the tentative plans, designs and specifications of the Unit and has agreed that the Company may effect such variations/ alterations/ modifications therein as may be necessary or as it may be in the best interest of the Project or under the directions of any Competent Authority. The necessary variations/ alterations/ modifications may involve change in position/ location, including change in dimensions, area, number, increase/decrease in FAR etc. along with carrying out extensive developmental/construction activities in and around the area falling outside of the Unit, and the applicant has confirmed that he/she shall not raise any objections or make any claims or default in any payments as demanded by the company due to such variations/ alterations/ modifications. Moreover any consequent increase/decrease in the cost of the unit shall be borne by the Applicant.
4. The Applicant has specifically agreed that if due to any change in the layout, the Unit ceases to be preferentially located, the Company shall refund/ adjust the amount of preferential location charges paid by the Applicant in the last installment as per the payment plan. Likewise if due to any change in the layout/ building plan, the Unit becomes preferentially located, the Applicant(s) shall be liable and agrees to pay the preferential location charges as and when demanded by the Company as per prevailing rates.
5. The applicant understands that car parking space would be allotted at the sole discretion of the company, forming an integral part of the Floor Unit which cannot be sold or dealt with, independently.
6. The Company has calculated the basic sale price for the Unit on the basis of its super area which includes covered plus proportionate share of common area such as staircase, passage, lift facilities etc.
7. The Applicant has understood and agreed that the terms and conditions of this Application shall prevail over any advertisements, leaflets or any other publicity material or verbal assurances if any, related to the project, which do not carry any independent meaning or identity.
8. The Applicant has fully satisfied himself about the nature of rights, title and interest of the Company in the said Project, being developed by the Company as per the prevailing bye-laws/guidelines of the Director, Town & Country Planning (DTCP), Haryana and/or any other statutory authority and has further understood and agrees to abide by all present and future limitations and obligations in respect thereof for which the Company shall not be held responsible in any manner. The applicant has also seen the site of development and has understood that the Government of Haryana is responsible for work of external development and the company shall not be held responsible or answerable in this regard.
9. The Applicant agrees that the amount paid with the application and by way of installments as the case may be, to the extent of 15% of Basic Sale Price of the Unit, shall collectively constitute the earnest money.
10. Timely payment of installments of basic sale price, preferential location charges, EDC & IDC, additional charges and other charges viz electric connection charges, fire fighting equipment cost and installation charges etc. in accordance with Buyer's Agreement/Payment Plan, is the essence of booking/ allotment. However, in the event of breach of any of the terms and conditions of the allotment by the Applicant, the allotment shall be cancelled at the discretion of the Company and the earnest money shall stand forfeited, further the company shall also deduct interest on delayed payments. The balance amount if any shall be refundable to the Applicant without any interest, after the said Unit is allotted to some other intending Applicant and after compliance of certain formalities including dealer's NOC (No objection Certificate) by the Applicant. The Company, however, in its absolute discretion may condone the delay in any due payments by charging penal interest @ 18% p.a. for up to 60 days delay from the due date of payment and @ 24% p.a. thereafter to be compounded annually on all outstanding dues from their respective due dates.
11. The Applicant has fully understood and agrees that in case the Applicant 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 along with interest due/payable, and may refund the balance amount to the Applicant(s), if applicable, without any interest or compensation whatsoever.
12. All payments by the Applicant shall be made to the Company through demand drafts/cheques drawn upon scheduled banks in favour of "RPS Infrastructure Ltd. A/c SAVANA" payable at New Delhi/Faridabad only.
13. The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant and such third party shall not acquire any right in the application/allotment of the said Unit in any manner, whatsoever. The Company shall issue receipts for payment in favour of the Applicant only.
14. All additional statutory charges including External Development Charges, Infrastructure Development Charges, taxes, cess, service tax, VAT, statutory levies etc. imposed or to be imposed by the Concerned Statutory Authorities shall be payable proportionately by the Applicant from the date of Letter of Intent (LOI). Any statutory dues/charges even if levied after the execution of conveyance deed (with retrospective effect) shall be recoverable from the Applicant as a part of unpaid sale consideration.
15. Assignment of allotment rights in the Unit by the Applicant shall be permissible only at the discretion of the Company upon payment of such administrative charges as applicable as per policy of the Company from time to time. Provided however, that the assignor and the assignee agree to comply with all the formalities in this regard and the assignee agrees to abide by all the terms of allotment, as being already agreed to by the assignor.

Signature of First Applicant

Signature of Second Applicant

16. The Applicant shall pay maintenance charges and deposits as and when demanded by the Company and/or the nominated Maintenance Agency along with the execution of Maintenance Agreement.
17. The Applicant shall be solely responsible for arranging the finances for the said Unit from any Bank/Financial institution at his own level. However, if any particular Institution/Bank refuses to extend financial assistance on any ground, the company shall not be held responsible in any manner and the Applicant shall not make such refusal an excuse for non-payment of further instalments to the company.
18. In case the Company is forced to abandon the Project for any reason what so ever, beyond it's control, the Company's liability shall be limited only to the refund of the amount received from the Applicant, without payment of any Interest or compensation, within six months from the happening of such an eventuality. The Applicant shall not raise any claim/dispute whatsoever in this regard.
19. The Applicant shall before taking possession of the Unit, must clear all the dues and get the Conveyance Deed executed in his favour by the Company, after payment of stamp duty, registration fee and other legal charges/ expenses. Till the Conveyance Deed is executed, the Company shall, for all intent and purposes, continue to be the owner of the immovable property and shall have first lien and charge over it and the allottee shall not get any right, title or interest therein.
20. The Company shall endeavour to Offer possession of Unit with in 36 months from the date of execution of Buyer's Agreement with penalty clause subject to force majeure circumstances and for any other reasons beyond the control of the company, with a reasonable extension of time.
21. The Applicant shall use/ cause to be used the said Unit for residential purpose only, as per statute, rules and regulations framed by the Government Authorities from time to time.
22. The Applicant hereby authorizes and permits the Company to raise finance/loan from any financial institution/Banks by way of mortgage/charge/securitization of the Project land or the receivable, if any, accruing or likely to accrue there from. However, such charge, if created, shall be got vacated before handing over possession of the Unit to the Applicant.
23. Applicant having NRI/ PIO 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 statutory provisions governing this transaction, which may inter-alia involve remittance of payments/considerations from abroad and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found to be lacking by any Statutory Authority/the Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The Applicant(s) agrees that the Company shall not be held liable in any manner on such account. The Company shall have the first lien and charge upon the said Unit for all its dues and other sums payable by the Applicant to the Company.
24. To settle any confusion regarding any matter contained herein or anything being not covered/ clarified herein, it is agreed by the Applicant that reference shall be made to the detailed terms & conditions of the Buyer's Agreement, the terms whereof have been seen, read, understood and accepted by the Applicant.
25. If any misrepresentation, concealment or suppression of any material fact by the Applicant is discovered, the allotment shall be cancelled at the discretion of the Company and the earnest money shall be forfeited. The Applicant alone shall be responsible for the consequences ensuing from such misrepresentation/ concealment.
26. In case the Applicant(s) fails to comply with the terms and conditions of allotment or fails to execute the Buyer's Agreement, the company shall be well within it's rights to cancel the allotment and to forfeit the earnest money without any demur or compensation.
27. The Applicant hereby agrees that the sale of Unit is subject to force majeure circumstances and any other reasons beyond the control of the Company which inter-alia includes delay on account of non availability of steel, cement, other building materials, water supply, electric power or slow down strike, or owing to a dispute with the construction agency employed by the Company, civil commotion, or by reason of war, enemy action, earthquake or any act of God, delay in certain decisions/clearances from statutory bodies, or delay owing to any court notice, order, rules or notification of the Government and / or any other public or competent authority. Under any of the aforesaid conditions, the Company shall be entitled to a reasonable corresponding extension of time for the offer of possession of the said Unit. Upon happening of such a contingency, the Company reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the Company, so warrant, the Company may suspend the scheme for such period as it may deem expedient, for which no compensation of any nature, whatsoever, shall be claimed by the Applicant.
28. Any dispute arising between the Parties shall be referred for Arbitration to the Sole Arbitrator, to be appointed by the Company.
29. In case of joint Applicants, all communications shall be sent by the Company, at the mailing address of the First Applicant, which shall for all purposes be considered as duly served upon all the Applicants and no separate communication shall be necessary to the other named Applicants.
30. Herein, singular shall mean and include plural as well as masculine gender shall mean and include feminine gender, wherever applicable.
31. The applicant shall inform the company in writing of any change in the mailing address mentioned herein falling which all demands, notices or any correspondence etc. by the company shall be mailed to the address given in the application and shall be deemed to have been received by the applicant.
32. In case the cheque/ bank draft submitted along with this application is dishonoured then the booking shall be deemed to have been cancelled as per terms & conditions of booking without any obligations upon the Company to intimate the Applicant(s).

I/ we have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We are fully aware that it is not incumbent upon the company to send out notices/reminders in respect of my/our obligations set out in this application and the Buyer's Agreement and I/We shall remain liable for any default committed by me/us in abiding by the terms and conditions as set out in this application and/or the Buyer's Agreement. I/We have sought all clarifications that I/We require with respect to the terms, conditions and representations made by the company and the company has readily provided the same to me/us.

Signature of First Applicant

Signature of Second Applicant