

## APPLICATION FORM

To  
M/s RPS Infrastructure Limited  
1117-1120, 11th Floor, Tower-B  
DLF Towers, Jasola District Center,  
New Delhi -110025

Dear Sir/s,

I/We request for registration for Allotment of a Commercial Unit / Shop in “**RPS Central Commercial Complex**” in RPS Palms, a Residential Plotted Colony, RPS City, Sector-88, Faridabad, as per the Company's standard terms and conditions, stipulated herein and the Buyer's Agreement, which have been read, understood and agreed by me/us and I/We shall abide by the same. I/We further agree to sign and execute the necessary Buyer's Agreement for Commercial Unit on the Company's standard format. I/We have duly signed and accepted the salient Terms & Conditions of the Allotment as attached to this application form.

I/We remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
only) through Bank Draft/Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn upon \_\_\_\_\_ payable at  
New Delhi / Faridabad as part of earnest money. (All DDs/ Pay Orders/ Cheques to be made in favour of “**RPS INFRASTRUCTURE LTD**” payable at New Delhi/Faridabad only).

I/We further agree to pay the installment as demanded by the Company from time to time as per the Payment Plan opted by me/us including the additional charges as agreed.

**1) My/Our particulars are as under:**

I. First/Sole Applicant Mr./Mrs./Ms. \_\_\_\_\_

Son/Wife/Daughter of Sh. \_\_\_\_\_

Date of Birth \_\_\_\_\_ Profession \_\_\_\_\_

Company/Firm Name \_\_\_\_\_ Designation \_\_\_\_\_

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin.

Nationality \_\_\_\_\_

Residential Address \_\_\_\_\_

Office Address \_\_\_\_\_

Tel. Res. \_\_\_\_\_ Off. \_\_\_\_\_ Mobile \_\_\_\_\_

Fax No. \_\_\_\_\_ E-Mail \_\_\_\_\_

Marital Status \_\_\_\_\_ No. of Children \_\_\_\_\_

PAN No. / Ward No. \_\_\_\_\_ Passport No. \_\_\_\_\_

ii. Second Applicant Mr./Mrs./Ms. \_\_\_\_\_

Son/Wife/Daughter of Sh. \_\_\_\_\_

Date of Birth \_\_\_\_\_ Profession \_\_\_\_\_

Company/Firm Name \_\_\_\_\_ Designation \_\_\_\_\_

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin.

Nationality \_\_\_\_\_

Residential Address \_\_\_\_\_

Office Address \_\_\_\_\_

Tel. Res. \_\_\_\_\_ Off. \_\_\_\_\_ Mobile \_\_\_\_\_

Fax No. \_\_\_\_\_ E-Mail \_\_\_\_\_

Marital Status \_\_\_\_\_ No. of Children \_\_\_\_\_

PAN No. / Ward No. \_\_\_\_\_ Passport No. \_\_\_\_\_

Please affix your  
photograph here and sign  
across the photograph

Please affix your  
photograph here and sign  
across the photograph

**2) Details of Commercial Unit/Shop opted for:**

- i. Unit No. Preferred \_\_\_\_\_  
ii. Floor \_\_\_\_\_  
iii. Approx. Built-up Super Area \_\_\_\_\_

**3) Estimated Value of Commercial Unit:**

- i. Basic Sale Price \_\_\_\_\_ Rs. \_\_\_\_\_  
ii. Preferential Location Charges \_\_\_\_\_ Rs. \_\_\_\_\_  
iii. EDC & IDC \_\_\_\_\_ Rs. \_\_\_\_\_  
iv. Power Back-up Charges ( \_\_\_\_\_ KVA) \_\_\_\_\_ Rs. \_\_\_\_\_  
v. Interest Free Maintenance Security \_\_\_\_\_ Rs. \_\_\_\_\_  
vi. Other Cost (if any) \_\_\_\_\_ Rs. \_\_\_\_\_  
Total Cost of Unit \_\_\_\_\_ Rs. \_\_\_\_\_

**4) Payment Plan:** (A) Down Payment Plan (B) Construction Linked Payment Plan

**DECLARATION:**

I/We, the above applicants do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. Any allotment against this application shall be subject to the terms and conditions attached to this application as also to the terms and conditions stipulated in the Buyer's Agreement, which I/We have signed in token of having accepted the same. The terms and conditions and the payment plans attached to this application, shall ipso-facto be applicable to my/our legal heirs and successors. I/We declare that in case of non-allotment of the Commercial Unit/Shop, my/our claim shall be limited only to the refund of booking amount without any interest. I/We have read & signed all pages of this application form and payment plan.

\_\_\_\_\_  
Signature of First Applicant

Place \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Second Applicant

**If through Dealer/Agent, his particulars:-**

- i. Name \_\_\_\_\_  
ii. Address \_\_\_\_\_  
\_\_\_\_\_ Pin Code \_\_\_\_\_  
iii. Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_ Mobile No. \_\_\_\_\_  
iv. PAN No. \_\_\_\_\_ Signature \_\_\_\_\_

**For Office Use Only**

Checklist for receiving official:

- (a) Booking Amount  
(b) Customer signature on all pages of the Application Form & also the date at specified place.  
(c) Signed copy of Price list cum Payment Plan.  
(d) PAN No./Form 60/Copy of PAN Card  
(e) Copy of Address Proof & Copy of ID Proof and one cancelled cheque.  
(f) For Companies: Memorandum & Article of Associations /Board Resolution  
(g) For Partnership Firm: Authority Letter duly signed by all the Partners along with certified true copy of the Partnership Deed.  
(h) For NRI: Copy of Passport & Payment through NRE/NRO Account

(Received By)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

(Checked By)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

(Authorized Signatory)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FORM FOR BOOKING/PROVISIONAL ALLOTMENT OF COMMERCIAL UNIT IN "RPS CENTRAL" PROJECT SITUATED AT RPS PALMS, RPS CITY, SECTOR-88, FARIDABAD**

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

1. The allotment of the Commercial Unit/Shop is entirely at the discretion of the Company.
2. The applicant(s) has fully satisfied himself / themselves about title of the land which is free hold and the interest and arrangement of the Company in the land on which the Project is being developed and constructed and has understood all limitations and obligations in respect thereof.
3. The applicant(s) has examined the License, plans, designs, specifications of the Commercial Unit / Shop which are tentative and agree that Company may effect such variations, additions, alterations, deletions and modifications therein resulting in change in its position, number, area, dimensions, layout etc. as it may, in its discretion, deem appropriate or as may be directed by any competent authority. The applicant(s) agree that no claim whatsoever shall be raised in case of any such change. It is clarified that the initial rate of the Commercial Unit/Shop, as determined and agreed herein, will be applicable on the changed area in case of refund or demand.
4. The applicant(s) shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without the prior approval of the Company, who may, in its sole discretion, permit the same on such terms as it may deem fit.
5. That the timely payment of installment of basic sale price, preferential location charges, EDC & IDC, additional charges and other charges viz electric connection charges, Meter connection charges, fire fighting equipment installation charges, installation charges of STP, ETP, water supply system etc. in terms of Buyer's Agreement is the essence of booking/ allotment. It shall be incumbent upon the buyer to comply with the terms of payment as per Payment Plan. The Company shall not be obliged to send reminder for payments. In exceptional circumstances, the Company may in its absolute discretion condone the delay in payment by charging interest @ 18 % p. a. upto a period of 60 days and thereafter @ 24 % p.a. up to six months, for entire period of delay. The payment shall be first adjusted towards interest due, if any, and the balance amount shall be adjusted towards the principal amount.
6. The amount paid by the applicant with this application for booking and further towards installments or as the case may be to the extent of 15% of the Basic Sale Price of the Unit shall collectively constitute the earnest money. The earnest money shall be forfeited in case of non payment of dues on time, for non fulfillment of terms & conditions of allotment / buyer's agreement and for failure to execute the buyer's agreement within the time provided by the Company.
7. That if payment is not received as per agreed terms of payment plan from the date of booking or in the event of breach of any of the terms & conditions of allotment, the allotment may be cancelled at the sole discretion of the Company. The earnest money paid by the buyer shall be forfeited. The balance amount if any shall be refunded to the buyer without any interest only after the said Unit is allotted to the/new prospective buyer. After cancellation of the unit, the unit shall vest in/with the Company and the Company shall be free to trade in that.
8. All payments by the applicant(s) / allottee(s) shall be made to the Company through demand drafts/cheques drawn upon scheduled bank in favour of "**RPS INFRASTRUCTURE LTD**", payable at New Delhi / Faridabad only.
9. Transfer of the allotted Unit, shall be permissible at the sole discretion of the Company on payment of such administrative charges as may be fixed by the Company.
10. All statutory charges including external development charges Infrastructure Development Charges, all taxes including but not limited to service tax, VAT, etc., all cesses including but not limited to labour cess, 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.
11. The Company shall have the first lien and charge on the said Commercial Unit/Shop for all its dues and other sums payable by the applicant(s) / allottee(s) to the Company.
12. The intending allottee(s) of the commercial unit shall pay necessary maintenance charges including security deposit of maintaining and up-keeping of the complex and providing the various services as determined by the Company or its nominated agency and as and when demanded by the Company/its nominee. The intending allottee(s) agrees and consents to sign this arrangement/agreement and will not question the same singly or jointly with other Buyers.
13. The company shall endeavor to offer possession of the unit within a period of 24 months from the date of execution of the Buyer's Agreement, exclusive of the time taken by Competent Authorities towards approval of various sanctions and subject to Force Majeure circumstances, upon receipt of entire payment and other charges. No claim by way of damages/compensation shall lie against the Company/Developer in case of delay in handing over the possession on account of any of the aforementioned reasons, and the Company/Developer shall be entitled to a reasonable extension of time.
14. In case the Company is forced to abandon the project for any reason whatsoever, the company's liability shall be limited to the refund of the amount paid by the allottee(s) without any interest or compensation within six months from the happening of such eventuality.
15. The sale deed shall be executed and got registered in favour of the applicant(s)/Intending Allottee(s) within the reasonable time after the completion of development work/ construction at the site and after receipt of Occupation Certificate and after receipt from him/her the full price and other connected charges, cost of stamp duty and registration / mutation charges, documentation charges etc. as applicable from time to time which shall be borne by the intending allottee(s).

16. The applicant(s)/ intending allottee(s) shall get his/her complete address registered with the company and it shall be his / her responsibility to inform the company by registered A/D letter about all subsequent changes, if any, failing which all demand notices and letters posted at the first registered address shall be deemed to have been duly delivered within usual time. The applicant(s)/intending allottee(s) shall, thus, be responsible for any default in payment and other consequences that might ensue. In all communications the reference of property booked must be clearly mentioned.
17. Unless a conveyance deed is executed and registered, the company shall for all intents and proposes continue to be the owner of the Commercial Unit/shop and also the construction thereon and this agreement shall not pass on any right, title or interest therein, to the allottee(s).
18. The applicant(s) / allottee(s) shall use / cause to be used the Commercial Unit/Shop for Commercial / Official purpose only, and not for any other purpose whatsoever. The Applicant(s)/Allottee(s) shall not be allowed to make any alterations in the basic structure, outer façade of the unit or to construct basement under the unit. The roof rights of the unit shall always vest with the Company/Developer and the same are not sold to the buyer.
19. The suggested items of business / services which can be undertaken in the allotted Commercial Units/Shops are Apparels, Tailoring, Confectionery, Stationery & Books, Beauty Parlour, Hair Saloons, Electrical / Electronic Appliances and Gadgets, Textiles, Gift Items, Food, Boutique, Grocery, Provision Store, Chemists or such other items of daily house hold utility. Under no circumstances, the Commercial Units/Shops shall be allowed to cause noise or pollution of any kind. No Commercial Unit/Shop shall be allowed to serve or sell any kind of liquor or contraband. Occupants/Shopkeepers shall not be allowed to act in any manner, which will jeopardize their own safety and that of others. In case of Restaurant, the Owners/Occupants shall ensure installation of proper safety measures and equipments to control pollution, fumes and bad odour. Under no circumstances the Commercial Unit/Shop shall be used for any workshop or manufacturing unit.
20. To settle any confusion regarding any matter herein or any thing being not covered /clarified herein, it is agreed by the allottee(s) that reference shall be made to the detailed terms of the Buyer's Agreement which have been read and understood by the allottee(s) but shall be executed on confirmation of allotment.
21. In case of joint applicants, all communication shall be sent and addressed to the first applicant, at the address given by him , which shall for all purposes be considered as served on all the applicant(s).
22. Applicant(s)/Allottee(s) 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, 2000 and / or any other statutory provisions governing this transaction 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 by the applicant(s)r shall be refunded after forfeiting the earnest money and the allotment shall stand cancelled as aforesaid.
23. The Applicant(s)/Intending Allottee(s) agree and understand that any approval if required for the specific trade/business shall be on account of the applicant(s)/allottee(s).
24. The Applicant(s)/Intending Allottee(s) agree that the sale of the unit is subject to force majeure clause which inter-alia include delay on account of non availability of steel, cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the company, civil commotion or by reason of war, or enemy action or earth quake or any act of God, delay in certain decisions / clearances from statutory body or if non delivery of possession is owing to any notice, order, rules or notifications of the Government and / or any other public or competent authority or for any other reason beyond the control of the company and in any of aforesaid event the company shall be entitled to a reasonable corresponding extension of the time for offer of possession. The Company, in case of such a contingency 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 consider expedient and no compensation of any nature whatsoever shall be claimed by the allottee(s) for the period of delay / suspension of scheme. In consequence of the company abandoning the scheme, the 'Company's liability shall be limited to the refund of the amount paid by the intending allottee(s) without any interest or compensation whatsoever.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature of the Applicant(s)/ Intending Allottee(s)