

RPS AURIA (PHASE – I)
RPS CITY, SECTOR-88, FARIDABAD

APPLICATION FORM

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

S. no. _____
Date: _____

Dear Sir/s,

I/We request for registration for Allotment of a Residential Unit in “**RPS Auria**”, Phase-I, a Group Housing Project, RPS City, Sector- 88, Faridabad, as per the terms and conditions, stipulated herein and the terms and conditions of Buyer’s Agreement. I/We further agree to execute and register the necessary Buyer’s Agreement for Residential Unit as required. 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 booking amount. (All DDs/ Pay Orders/ Cheques to be made in favour of “**RPS INFRASTRUCTURE LIMITED**” 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. _____
Aadhar 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 _____

Signature First Applicant

Signature Second Applicant

Residential Address _____
 Office Address _____
 Tel. Res. _____ Off. _____ Mobile _____
 Fax No. _____ E-Mail _____
 Marital Status _____ No. of Children _____
 PAN No. / Ward No. _____ Passport No. _____
 Aadhar No. _____

1A) Name, Age and Particulars of Spouse & Children _____

2) **Details of Residential Unit opted for:**

i) Unit No. _____
 ii) Floor _____
 iii) Interim Super Area _____
 iv) Interim Carpet Area _____

3) **Sale Value of Unit:**

| | | |
|-------|-----------------------------------|-----------|
| i) | Sale Value | Rs. _____ |
| ii) | Preferential location charges | Rs. _____ |
| iii) | Car parking charges | Rs. _____ |
| iv) | Club Membership | Rs. _____ |
| v) | EDC & IDC | Rs. _____ |
| vi) | Power Back-up Charges (_____ KVA) | Rs. _____ |
| vii) | ECC & FFC | Rs. _____ |
| viii) | Other Charges (if any) | Rs. _____ |
| | Total Sale Value of Unit | Rs. _____ |

4) Payment Plan: (A) Interest subvention Payment Plan
 (B) Down Payment Plan
 (C) 25:25:50 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. I/We declare that in case of non-allotment of the Unit, 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.

Place _____
 Date _____

Signature First Applicant

Signature Second Applicant

If through Dealer/Agent, his particulars:-

- i) Name _____
- ii) Address _____
 _____ Pin Code _____
- iii) Telephone _____ Fax No. _____ Mobile No. _____
- iv) PAN No. _____ Signature _____
- v) E-Mail _____
- vi) RERA Regn. No. _____

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 self attested - address proof & Copy of ID proof and one cancelled cheque.
- (f) For Companies: Certified copies of 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 and registration certificate.
- (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/ ALLOTMENT OF RESIDENTIAL UNIT IN "RPS AURIA " (PHASE – I) SITUATED AT 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 Residential Unit is entirely at the discretion of the Company.
2. The above said sale value of the unit has been calculated on the basis of carpet area.
3. 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 of the Company and the Authorities in respect thereof.
4. The applicant has fully understood and agree that RPS Auria (Phase-I), consisting of Tower T-2,T-4,T-6 & Commercial Block is a part of land admeasuring 30.268 acres under License No. 124 of 2008 dated 14.06.2008 to be set up at Village Palwali, Kheri Kalan and Baselwa ,Tehsil Faridabad, District Faridabad , Haryana (As per license transfer permission dated 20.03.2014, vide Memo No. LC-920-PA(B)-2014/5636-49 out of total Licensed land of 30.268 acres, an area of 16.925 acres is being owned and developed by M/s RPS Infrastructure Ltd., an area of 7.217 acres in owned and developed by Mr. Suraj Pal Singh, Mr. Kiran Pal Singh & M/s Sudershan Buildtech Pvt. Ltd. and an area of 6.126 acres is owned and developed by Mr. Chhidda Singh & Mr. Bharat Pal Singh)

Signature First Applicant

Signature Second Applicant

5. M/s RPS Infrastructure Ltd. has got its ongoing project RPS Auria registered under Haryana Real Estate Regulatory Authority (HRERA) to be developed in phases with Phase-I comprising of 3 towers viz. T-2; T-4; T-6 and Commercial Complex. The Registration Number for Phase -I is 200 of 2017 dated 15.09.2017. The Application form as provided herein has been designed keeping in view the HRERA provisions, however, in case of any conflict/difference of opinion with respect to any term/clause of Application Form vis-à-vis provisions of HRERA, the provisions of HRERA shall prevail to that extent. The applicant has also understood and agreed that as the project RPS Auria is being developed by the company in phases, the applicant has applied for unit under this application form after considering and satisfying himself about planning of phase-I of the project and the applicant further agrees that the company has right to make changes in other phases of the project to which the applicant shall not object in any manner whatsoever.
6. 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.
7. That the timely payment of installment of sale value and other charges 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. In case of delay in making payment of installments by the applicant(s) applicable provisions/penalty as per Buyer's Agreement/HRERA shall be applicable. The payment shall be first adjusted towards interest due, if any, and the balance amount shall be adjusted towards the principal amount.
8. 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 10% of the Sale Value of the Unit shall collectively constitute the booking amount. The booking amount along with the interest on delayed payment thereupon, if any, shall be forfeited in case of non-payment of dues on time and/or for non-fulfillment of terms & conditions of allotment / buyer's agreement. Moreover, taxes such as GST etc. as received from the allottee/applicant and being accounted for by the Company while complying with statutory provisions in respect thereof, shall not be refunded and shall be forfeited by the Company.
9. 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 Limited**", payable at New Delhi / Faridabad only.
10. Transfer of allotment of unit in favor of nominee(s) the allottee(s), shall be permissible at the sole discretion of the Company on payment of such administrative charges as may be fixed by the Company.
11. All statutory charges including external development charges Infrastructure Development Charges, all taxes including but not limited to service tax, VAT, GST, 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
12. The Company shall have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant(s) / allottee(s) to the Company.
13. The intending allottee(s) of the 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 or RWA as the case may be, and as and when demanded by the Company/its nominee or RWA. The intending allottee(s) agrees and consents to sign this arrangement/agreement.
14. The company shall endeavor to offer possession of the unit within the period as specified in the registration certificate of project with the HRERA subject to Force Majeure circumstances as detailed in the Buyer's Agreement.

- 15. The sale deed shall be executed and got registered in favour of the applicant(s)/Intending Allottee(s) within the reasonable time after receipt of Occupation Certificate and after receipt from him/her the full price and other charges, allied and incidental, therefore, 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)/applicant.
- 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. 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 shall be executed and registered by the applicant after receipt of booking amount.
- 18. The above mentioned carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- 19. 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 intent and purposes, be considered as served on all the applicant(s).
- 20. 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) shall be refunded after forfeiting the earnest money and other amount/sum of non refundable in nature e.g. taxes, cess, interest etc. and the allotment shall stand cancelled as aforesaid.
- 21. All disputes, arising out of or touching upon allotment of unit hereto shall be resolved through arbitration to be conducted by in accordance with the provisions by Arbitration and Conciliation Act, 1996 by sole arbitrator to be appointed by the Company and the venue shall be Faridabad only. All disputes shall be subject to jurisdiction at Faridabad.

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)

Signature First Applicant

Signature Second Applicant