

Application Form

Customer's Copy



M/s RPS INFRASTRUCTURE LIMITED
1117 – 1120, 11th Floor, Tower – B, DLF Towers,
Jasola District Center, New Delhi – 110025

Dear Sir/s

I/we, hereby apply for allotment of a Flat/Unit in the Group Housing Colony named "Rhythm", situated at RPS City, Sector 88, Greater Faridabad, Haryana to be developed and constructed by the company upon a plot of land admeasuring 30 Acres approximately, duly approved and licensed by Director Town and Country Planning (DTCP), Haryana.

I/We have read and understood and shall abide by the terms and conditions attached to this application form. I/We further agree to sign and execute the Buyer's Agreement as and when required by the Company or such other corresponding documents as prescribed, on the company's standard format. I/We in the meantime have signed the salient terms and conditions as attached to this application form.

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-RHYTHM" payable at New Delhi/Faridabad only)

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

1. First Applicant Mr. /Mrs./Ms. _____
Son / Wife / Daughter of Mr. _____
Date of Birth _____ Nationality _____

2. Second Applicant Mr. /Mrs./Ms. _____
Son / Wife / Daughter of Mr. _____
Date of Birth _____ Nationality _____

3. Details of Apartment:

(i) Unit No. _____ (ii) Tower Name _____
(iii) Floor _____ (iv) Super Area _____ Sq. Ft.

4. Total Cost of the Apartment:

(i) Basic Sale Price _____ Rs. _____
(ii) Preferential Location Charges _____ Rs. _____
(iii) EDC & IDC Charges _____ Rs. _____
(iv) Car Parking Charges :
(a) Compulsory-Covered / Back to Back* _____ Rs. _____
(b) Optional* - Open / Covered _____ 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 Apartment (Subject to Buyer's Agreement) Rs. _____

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

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

Signature of First Applicant

Signature of Second Applicant

Place _____

Date _____



1 Metre = 3.28 Feet

1 Sq. Metre = 10.76 Sq. Feet

RPS Infrastructure Limited

Corporate Office : 1117 – 1120, 11th Floor, Tower – B, DLF Towers,
Jasola District Center, New Delhi – 110025 Telefax : 011-40543200 (30 Lines)

Site Office : Sector-88, RPS City, Greater Faridabad, Ph. : 0129-3211448

E-mail : info@rpsgroupindia.com, Website : www.rpsgroupindia.com

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

1. First Applicant Mr./Mrs./Ms. _____
 Son / Wife / Daughter of Mr. _____
 Date of Birth _____ Nationality _____
 Occupation _____ Designation _____
 Residential Status: Resident / Non-Resident / Foreign National of Indian Origin.
 PAN _____ Passport No. _____
 Marital Status _____ No. of Children _____
 Permanent Residential Address _____

 _____ Pin Code _____
 Mailing Address _____

 _____ Pin Code _____

Please affix your
 photograph here and
 sign across the
 photograph

Telephone No. _____ Fax No. _____ Mobile _____
 Name & Address of Company _____
 _____ Tel. No. _____
 E-Mail ID _____

2. Second Applicant Mr./Mrs./Ms. _____
 Son / Wife / Daughter of Mr. _____
 Date of Birth _____ Nationality _____
 Occupation _____ Designation _____
 Residential Status: Resident / Non-Resident / Foreign National of Indian Origin.
 PAN _____ Passport No. _____
 Marital Status _____ No. of Children _____
 Permanent Residential Address _____

 _____ Pin Code _____
 Mailing Address _____

 _____ Pin Code _____

Please affix your
 photograph here and
 sign across the
 photograph

Telephone No. _____ Fax No. _____ Mobile _____
 Name & Address of Company _____
 _____ Tel. No. _____
 E-Mail ID _____

Signature of First Applicant

Signature of Second Applicant

3. Details of Apartment:
 (i) Unit No. _____ (ii) Tower Name _____
 (iii) Floor _____ (iv) Super Area _____ Sq. Ft.
4. Total Cost of the Apartment:
 (i) Basic Sale Price _____ Rs. _____
 (ii) Preferential Location Charges _____ Rs. _____
 (iii) EDC & IDC Charges _____ Rs. _____
 (iv) Car Parking Charges :
 (a) Compulsory-Covered / Back to Back* _____ Rs. _____
 (b) Optional* - open / covered _____ 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 Apartment (Subject to Buyer's Agreement) _____ Rs. _____
 (*) Back to Back / Optional Car Parking Facility is subject to availability.
5. Payment Plan Option: (A) Down Payment Plan (B) Construction Linked 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 therefrom. 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. 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 Apartment, 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

 Signature of Second Applicant

Place _____

Date _____

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

Checklist for receiving official:

- (a) Booking Amount/ Allotment Money
 (b) Customer signature on all pages of the Booking Form.
 (c) PAN No./Form 60/Copy of PAN Card
 (d) Copy of Address Proof & Copy of ID Proof
 (e) For Companies : Memorandum & Article of Associations /Board Resolution
 (f) For Partnership Firm: Authority Letter duly signed by all the Partners alongwith certified true copy of the Partnership Deed.
 (g) For NRI : Copy of Passport & Payment through NRE/NRO Account

Remarks: _____

(Received By)

(Checked By)

(Authorized Signatory)

Name: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Designation: _____

1 Metre = 3.28 Feet

1 Sq. Metre = 10.76 Sq. Feet

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

1. The applicant has applied for allotment of Residential Flat, to be developed and constructed by M/s RPS Infrastructure Ltd. (hereinafter referred to as the "Company") under Licence received from DTCP, Haryana, in the Group Housing Project named as "RHYTHM", in RPS City, on a plot of land admeasuring approximately 30 acres situated in the revenue estates of villages – Kheri kalan, Baselwa and Palwali, Sector 88, Greater Faridabad (Haryana).
2. The applicant has full knowledge of all the laws/notifications and rules applicable to this area in general, which have been duly explained by the company and fully understood by the applicant. The applicant undertakes to abide by and comply with all such laws, bye-laws, rules and regulations, terms and conditions applicable/made applicable, to the said Residential Flat/ Project, by the Haryana Govt. or any Competent Authority.
3. The allotment of the Residential Flat is entirely at the discretion of the Company. After the allotment of the unit it is mandatory for Applicant(s) to sign and execute the Apartment Buyer's Agreement (being the prime document of contract) upon Company's Standard Format. Without execution of the said Agreement, the applicant shall not attain the status of consumer under any Statute or Law.
4. The applicant has examined & understood the tentative plans, designs and specifications of the Residential Flat and has agreed that the Company may effect such variations/ alterations/ modifications therein as may be necessary or as it may deem appropriate and fit 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 or number etc. of the Residential Flat, which shall be duly intimated to the applicant.
5. The applicant has fully satisfied himself about the nature of rights, title, interest of the Company in the said Project, which is to be developed/constructed by the Company as per the prevailing bye-laws/guidelines of the Director, Town & Country Planning (DTCP), Haryana and/or any other authority and has further understood all limitations and obligations in respect thereof. The applicant further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by DTCP, Haryana and/or any other Competent Authority in this regard.
6. The applicant agrees that the amount paid with the application and in installments as the case may be, to the extent of 15% of Basic Sale Price of the Residential Flat, shall collectively constitute the earnest money.
7. Timely payment of installments of basic sale price, preferential location charges, EDC & IDC, additional charges and other charges in terms of Buyer's Agreement, pertaining to the Residential Flat is the essence of the terms of booking/ allotment. However, in the event of breach of any of the terms and conditions of the allotment by the applicant, the allotment will 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 shall be refundable to the applicant without any interest, after the said Residential Flat is allotted to some other intending applicant and after compliance of certain formalities 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. to be compounded annually for up to 30 days delay from the due date of payment and @ 24% p.a. to be compounded annually thereafter on all outstanding dues from their respective due dates
8. All payments by the applicant shall be made to the Company through demand drafts/cheques drawn upon scheduled banks in favour of "RPS-RHYTHM" payable at New Delhi/Faridabad only.
9. The applicant has specifically agreed that if due to any change in the layout, the said Residential Flat 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 shown in the payment plan. If due to any change in the layout/ building plan, the said Residential Flat becomes preferentially located, the applicant shall be liable and agrees to pay the preferential location charges as and when demanded by the Company as per prevailing rates.
10. All statutory charges including External Development Charges, Infrastructure Development Charges, taxes, cess, service tax, statutory levies etc. and any other levies imposed or to be imposed by the Concerned Authorities from the date of Letter of Intent (LOI) shall be payable proportionately by the applicant(s).
11. Assignment of allotment of the Residential Flat by the applicant shall be permissible only at the discretion of the Company on payment of such administrative charges as may be fixed by 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 agreed to by the assignor.
12. The maintenance, upkeep, repairs, security, landscaping and common services etc. of the Project shall be managed by the Company or its nominated Maintenance Agency. The applicant shall pay, as and when demanded, the maintenance charges, interest free security deposit for maintaining and up-keeping the said project, pro-rata share towards the Sinking Fund and towards various services, as may be determined by the Company or the maintenance agency appointed for this purpose. Any delay in making payment will render the applicant liable to pay interest @ 18% per annum. Non-payment of any of the charges within the time specified shall also disentitle the applicant from the enjoyment of the common areas and services.
13. The Company shall have the first lien and charge on the said Residential Flat for all its dues and other sums payable by the applicant to the Company.

Signature of First Applicant

Signature of Second Applicant

14. Loans from financial institutions, to finance the said Residential Flat may be availed by the applicant, at his own end. However, if a 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 installments to the company.
15. 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 to the refund of the amount paid by the applicant without payment of any interest or compensation, within six months from the happening of such an eventuality.
16. The applicant shall before taking possession of the Residential Flat, must clear all the dues and get the Conveyance Deed, for the said Residential Flat, 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 allottee shall not get any right, title or interest therein.
17. The project will be completed by the Company, with respect to all construction activities, within 36 months with penalty clause, as per Buyer's Agreement. However, the company shall endeavor to give possession of the residential flat at the earliest possible, subject to force majeure circumstances and any other reasons beyond the control of the company, with a reasonable time extension.
18. The applicant shall use/ cause to be used the said Residential Flat for residential purpose only.
19. The applicant shall have no objection in case the Company creates a charge on the project land during the course of development of the project, for raising loan from any bank/ financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Residential flat to the applicant.
20. 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 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 further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The applicant agrees that the Company will not be liable in any manner on such account. The Company shall have the first lien and charge on the said residential Flat for all its dues and other sums payable by the applicant to the Company.
21. Detailed terms and conditions shall form part of the Buyer's Agreement which the applicant shall execute as and when required by the Company.
22. To settle any confusion regarding any matter 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.
23. In case there are 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 served on all the applicants and no separate communication shall be necessary to the other named applicants.
24. If any misrepresentation, concealment or suppression of material facts by the applicant is discovered by the company, the allotment shall be cancelled and the earnest money, as mentioned hereinabove, shall be forfeited and the applicant alone shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respects.
25. In case the applicant fails to comply with the terms and conditions of allotment or fail 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.
26. That the buyer agrees that the sale of the Residential Unit is subject to force majeure clause 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 or for any other reasons beyond the control of the Company . Under any of the aforesaid conditions, the Company shall be entitled to a reasonable corresponding extension of time for the delivery 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 Buyer.
27. Any dispute arising between the Parties shall be referred for Arbitration to the Sole Arbitrator, to be appointed by the Company.
28. Herein, singular shall mean and include plural as well as masculine gender shall mean and include feminine gender, wherever applicable.
29. In case the cheque/ bank draft submitted by the applicant along with this application form is dishonoured then the booking will be cancelled and the company shall not be under any obligation to inform the Applicant about the dishonour of the cheque or cancellation of booking.

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

Signature of First Applicant

Signature of Second Applicant