

20. The Applicant shall have the first lien and charge upon the said Unit & rent received against the said unit for all its dues, maintenance charges and other sums payable by the applicant/occupier to the Company.

21. The Applicant shall be solely responsible for arranging finance for the said Unit from Bank/Financial institution at his own end. In case 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 delay or non-payment of instalments to the company.

22. The Applicant agrees that the Company shall have the right to transfer ownership of the said Project in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency, etc., by way of sale/disposal/merger/amalgamation or any other arrangements as may be decided by the Company in the interest of the project, without any intimation, written or otherwise to the Applicant. The Applicant agrees not to raise any objection in this regard. However the interest of the Applicant shall be taken care of.

23. 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, after completion of necessary formalities. The Applicant agrees not to raise any claim/dispute whatsoever in this regard.

24. The Applicant shall before taking possession of the Unit, must clear all the dues and get the Conveyance Deed executed in his favor, by the Company. The applicant shall make the 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. The applicant shall use/cause to be used the said Unit only for the purpose(s) as specified by statute and/or as per rules and regulations framed by the Government Authorities/Company from time to time. For any misuse thereof the allottee/occupier himself shall remain liable and shall also indemnify the company, for any loss occasioned.

25. The Company shall endeavor to offer possession of Unit with in 36 months from the date of execution of Buyer's Agreement with penalty clause, subject to force major circumstances and for any other reasons beyond the control of the company, with a reasonable extension of time.

26. The applicant shall use/cause to be used the said Unit only for the purpose(s) as specified by statute and/or as per rules and regulations framed by the Government Authorities/Company from time to time. For any mis-use thereof the allottee/occupier himself shall remain liable and shall also indemnify the company, for any loss occasioned.

27. 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/Building 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.

28. All the rights pertaining to Common Areas, Open Areas, Roof of the towers etc. shall remain with the Company. In the event of increase of the FAR and/or additional construction allowed by Competent Authority, the Company shall be entitled to undertake further construction to its convenience, for which the applicant (s) shall not raise any objection, whatsoever. Also, the applicant shall not be entitled to sub-divide the Unit. However temporary internal partitions shall be permissible subject to the applicable rules, regulations and bye-laws of the concerned authorities and those of the company/maintenance agency. Further, the applicant shall not cause or caused to be done, any alteration or damage to the superstructure, ceiling, wall etc. nor shall undertake, any internal modifications/ renovations/decorations etc. which may be in the opinion of company/maintenance agency, affect the structural stability and/or otherwise affect or likely to affect the proper maintenance of the ultra modern ambience, decorum and prestige and standard of the entire complex as a whole or in part, in any manner.

29. 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.

30. 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. The applicant agrees to execute the standard Buyer's Agreement. All prior offer/acceptance/application/brochure etc. shall merge with the Buyer's Agreement, being the mother document of contract.

31. In case of joint Applicants, all communications shall be addressed to 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. Likewise all correspondence by the First Applicant alone shall be entertained by the company.

32. 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.

33. The Applicant shall inform the Company in writing of any change in the mailing address & E-mail address (if any) mentioned herein above failing which all demands, notices or any correspondence etc. shall be mailed to the addresses given in this application and shall be deemed to have been duly received by the applicant.

34. In case any misrepresentation, concealment or suppression of any material fact by the Applicant is discovered, the allotment shall be canceled at the discretion of the Company and the earnest money shall be forfeited. The Applicant alone shall be responsible for the consequences ensuing there from.

35. 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.

36. 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, title or interest in the application/allotment of the said Unit in any manner, whatsoever. The Company shall issue receipts for payment in favor of the First Applicant alone.

37. Any dispute arising between the Parties shall be referred for Arbitration to the Sole Arbitrator, to be appointed by the Company.

38. Herein, singular shall mean and include plural as well as masculine gender shall mean and include feminine gender, wherever applicable.

39. In case of dishonor of cheque/ bank draft, submitted with this application, the booking shall be deemed to have been cancelled ab initio, 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 were required with respect to the terms, conditions and representations made by the company and the company has readily provided the same to my/our satisfaction.

Signature of First Applicant

Signature of Second Applicant

Application Form

RPS Infrastructure Limited,
1117-1120, 11th Floor, Tower-B, DLF Towers, Jasola District Centre
New Delhi-110025

Dear Sir,

I/we, hereby request for provisional allotment of an IT/ITES Unit in the Project named "RPS-Infania", situated at 12/6, Milestone, Sarai Khwaja, Mathura Road, 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 the date of signing of this Application.

I/We remit herewith a sum of Rs. _____ (Rupees _____) through Bank draft/Cheque No. _____ dated _____ drawn upon _____ Bank, payable at New Delhi/Faridabad as part of the earnest money. (All drafts and cheques to be made in favor of "RPS-INFANIA" payable at New Delhi/Faridabad only).

I/We have clearly understood that this Application does not constitute an Agreement to Sell and does not ensure or entitle the provisional and/or final allotment of IT/ITES Unit notwithstanding the issuance of a receipt in acknowledgement 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 _____
Date of Birth _____ Mobile No. _____
E-mail ID _____
Permanent Address _____

_____ Pin Code _____

Mailing Address _____

_____ Pin Code _____

Nationality _____ Telephone No. _____ Fax No. _____

Occupation/Profession _____ Designation _____

Name & Address of Office _____

_____ Tel. No. _____

PAN _____ Marital Status _____

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

Please affix your photograph
here and sign across

1. SECOND APPLICANT

Mr./Ms. _____
Son/Wife/Daughter of _____
Date of Birth _____ Mobile No. _____
E-mail ID _____
Permanent Address _____

_____ Pin Code _____

Mailing Address _____

_____ Pin Code _____

Nationality _____ Telephone No. _____ Fax No. _____

Occupation/Profession _____ Designation _____

Name & Address of Office _____

_____ Tel. No. _____

PAN _____ Marital Status _____

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

Please affix your photograph
here and sign across

Signature of First Applicant

Signature of Second Applicant

B: FOR COMPANIES/FIRMS/HUF/BOI/AOP

M/s. _____
 Name of Authorized Person _____
 Date of Incorporation/Formation _____
 E-mail ID _____
 Permanent Address _____
 _____ Pin Code _____
 Mailing Address _____
 _____ Pin Code _____
 Telephone No. _____ Fax No. _____ Mobile _____
 PAN _____

DECLARATION:

I/We the above named applicants do hereby declare that my/our application for the 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/or 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 and 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/compensation as per policy of the company.

 Signature of First Applicant
 Place _____

 Signature of Second Applicant
 Date _____

For Office Use Only

Details of Unit:
 (i) Tower Name/No. _____ (ii) Floor _____
 (iii) Unit No. _____ (iv) Super Area _____ Sq. Ft.*
 Cost of the Unit:
 (i) Basic Sale Price Rs. _____
 (ii) Preferential Location Charges Rs. _____
 (iii) EDC & IDC Rs. _____
 (iv) Club Membership Rs. _____
 (v) IFMS Rs. _____
 (vi) Mandatory Specification Charges Rs. _____
 (vii) Optional Specification Charges Rs. _____
 (viii) Other Charges (Please Specify) Rs. _____
 Total Cost of Unit (Subject to Buyer's Agreement) Rs. _____

Payment Plan Option: (A) Time Linked Payment Plan (B) Assured Return Payment Plan

Particulars of Dealer/Agent:
 (i) Name _____
 (ii) Address _____
 _____ Pin Code _____
 Telephone No. _____ Fax No. _____ Mobile _____
 PAN _____ E-mail _____
 Website _____

* 1 Meter = 3.28 Feet
 1 Sq. Meter = 10.76 Sq. Feet

 Signature of Dealer / Agent

Checklist for receiving official:

- (a) Booking Amount
- (b) Customer signature on all pages of the Application Form.
- (c) Copy of PAN Card/Form 60
- (d) Copy of Address Proof & Copy of ID Proof
- (e) For Companies: Memorandum & Articles of Association & Board Resolution & List of Directors.
- (f) For Partnership Firm: Authority Letter duly signed by all the Partners along with certified true copy of the Partnership Deed.
- (g) For NRI : Copy of Passport & Payment through NRE/NRO Account
- (h) Signed copy of Price List cum Payment Plan**

Remarks: _____

(Received By) (Checked By) (Authorized Signatory)
 Name: _____ Name: _____ Name: _____
 Designation: _____ Designation: _____ Designation: _____

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FORM FOR PROVISIONAL ALLOTMENT OF IT/ITES UNIT IN "RPS-INFINIA", AN IT PARK PROJECT SITUATED AT 12/6, MILESTONE, SARAI KHWAJA, MATHURA ROAD, 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 IT / ITES Unit (hereinafter referred to as a "Unit"), in the IT Park Project named as "RPS INFINIA" (hereinafter referred to as "Project") to be developed and constructed by M/s RPS Infrastructure Ltd. (hereinafter referred to as the "Company") on a plot of land admeasuring 7.587 acres situated at 12/6, Milestone, Mathura Road, Sarai Khwaja, Faridabad (Haryana), under License received from Director, Town and Country Planning, Haryana (DTCP).
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 which are pending for submission/approval by the statutory authorities 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 FFR etc. along with carrying out extensive developmental/construction activities in and around the area falling within the project, and the applicant has confirmed that owing to such variations/ alterations/ modifications he/she shall not raise any objections or make any claims or default in any payments as demanded by the company. Moreover any consequent increase/decrease in the cost of the unit shall be borne by the Applicant, without any demur or claim.
4. 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 the external development work and the company shall not be held responsible or answerable in this regard.
5. The applicant has full knowledge of all the law/notifications and rules applicable to this area in general and this Project in particular, 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 Unit/Project, by the Haryana Govt. or any Competent Authority. The Applicant has also perused & understood the terms of Standard Buyer's Agreement.
6. The applicant(s) shall pay the basic sale price and other charges on the basis of "Super Area" which shall mean & include the covered area, inclusive of the area under periphery walls, area under the columns and walls, area utilized for the services viz. area under staircases, circulation area, walls, lifts, shafts, passages, corridors, lobbies, refuge areas, water tanks, Pump room, DG room, electric Substation, electric panel rooms etc.
7. The mandatory and optional specification charges are over and above the basic sale price of the unit.
8. 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 Unit, shall collectively constitute the earnest money.
9. Timely payment of installments of basic sale price, preferential location charges, EDC & IDC, additional charges and other charges via electric connection charges, fire fighting equipment cost and installation charges, installation charges of water supply system etc. in terms of Buyer's Agreement, 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, within six months 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 30 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.
10. A discount of 2% is offered on all the timely payments, except on Booking Amount. (Not applicable on Assured Return Payment Plan).
11. The Applicant has fully understood and agrees that in case the Applicant withdraws or surrenders his application for the provisional 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 within six months 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.
12. The applicant agrees to abide by the terms & conditions of Car Parking Policy of the Company/Nominated Maintenance Agency. Moreover, car parking space (covered/open) shall be provided on rental and/or any other suitable basis, at the sole discretion of the company/Nominated Maintenance Agency.
13. It has been understood & agreed to by the applicant that the company is well within its rights to undertake the construction and/or offer possession of the project units either in single phase or in multiple phases for which the applicant would not have any objection, whatsoever.
14. All the rights pertaining to publicity, advertisements etc. of any kind whatsoever, in the project, would remain with the company/nominated agency & would be governed by rules & regulations framed in respect thereof by the company/nominated agency from time to time.
15. All payments by the applicant shall be made to the Company through demand drafts/cheques drawn upon scheduled banks in favor of "RPS-INFINIA", except the demand draft/cheques for Mandatory/Optional specification charges to be made in favor of "RPS-AZURE" payable at New Delhi/Faridabad only.
16. 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. Similarly, 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.
17. 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 levied by the competent authority, with retrospective effect, even after the execution of conveyance deed shall be recoverable from the Applicant as a part of unpaid sale consideration.
18. 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.
19. The maintenance, upkeep, repairs, security, landscaping and other common services etc. of the Project shall be managed by the Company or its nominated Maintenance Agency. 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.

 Signature of First Applicant

 Signature of Second Applicant