

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

Dear Sir/s,

I/We, hereby tender my/our expression of interest for provisional allotment of a residential Unit (hereinafter referred to as "Unit/Said Unit") in your Project named "RPS-AURIA" (hereinafter referred to as "Project/Said Project"), to be developed on a piece and parcel of land admeasuring 16.925 acres or thereabouts situated in revenue estate of villages Baselwa & Palwali, Sector 88, Faridabad, Haryana (hereinafter referred to as "Land/Said Land") in respect of which Director General, Town and Country Planning, Haryana has issued License bearing No. 124 of 2008 dated 14.06.2008 and subsequent memo no. DS(N)/LC-920/2012/27316 Dated 31/12/2012.

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.

I/We have clearly understood and agreed that this Application is a mere request for provisional allotment of a residential unit and same does not constitute or create any right, title or interest whatsoever in my favour in respect of the Unit applied for, notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered alongwith this application. It is only after I/We sign and execute the necessary documents/affidavit including Buyer's Agreement, the allotment shall come into existence, failing which this application alone shall not constitute any contract between the parties and the company shall have exclusive discretion to reject this application and refund the application money/booking amount without any interest thereon.

I acknowledge and confirm that although the Company has provided all information, clarifications and documents in relation to the Project as was demanded by me or otherwise and that I am fully satisfied with the same, but I have relied on my own judgment and independent investigation in deciding to apply for provisional allotment of the said Unit in the Project. I have not relied upon and/or been influenced by any architect's plan, advertisements, brochures, sample flat/apartments, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by company, or otherwise including but not limited to any representations relating to the description or physical condition of the Project and/or the Unit sought to be allotted in the said Project. Further, the terms and conditions contained herein are self-explanatory and complete in all respects and nothing except as stated herein shall be considered to be part of this Application.

I/We have read, examined, clearly understood and agreed to abide by the terms and conditions contained herein, understood the rights and obligations and agree that the conditions as set out in this Application, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the said Project and it is because of this reason I/we have approached the company for investing in the Said Unit/Project. I/we also confirm that I/we have chosen to invest in the Said Unit/Said Project after exploring various other available options of similar nature in NCR and have voluntarily approached the Company for allotment of the Said Unit in the Said Project.

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

**A\*: FOR INDIVIDUALS**

**1. Sole or First Applicant**

Mr./Ms. \_\_\_\_\_

Son / Wife / Daughter of \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_ Pin Code \_\_\_\_\_

Tel No. \_\_\_\_\_ Mobile \_\_\_\_\_

E-Mail ID \_\_\_\_\_

Occupation: Service ( ) Professional ( ) Business ( )

Student ( ) Homemaker ( ) Any Other \_\_\_\_\_

Residential Status: Resident ( ) Non-Resident ( ) Foreign National of Indian Origin ( )

Others (Please Specify) \_\_\_\_\_

Current Country of Residence \_\_\_\_\_

Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_

PAN \_\_\_\_\_ Marital Status \_\_\_\_\_

Office Name & Address \_\_\_\_\_

\_\_\_\_\_ Pin \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax \_\_\_\_\_

Mobile \_\_\_\_\_ E-Mail \_\_\_\_\_

Permanent Address (If different from Mailing Address above) \_\_\_\_\_

\_\_\_\_\_ Pin \_\_\_\_\_

Tel. No. \_\_\_\_\_ Mobile \_\_\_\_\_

Please affix your  
photograph here and  
sign across the  
photograph

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

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

**2. Second Applicant/Joint Applicant (If Any)**

Mr./Ms. \_\_\_\_\_

Son / Wife / Daughter of \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Pin Code \_\_\_\_\_

Tel No. \_\_\_\_\_ Mobile \_\_\_\_\_

E-Mail ID \_\_\_\_\_

Occupation: Service ( ) Professional ( ) Business ( )

Student ( ) Homemaker ( ) Any Other \_\_\_\_\_

Residential Status: Resident ( ) Non-Resident ( ) Foreign National of Indian Origin ( )

Others (Please Specify) \_\_\_\_\_

Current Country of Residence \_\_\_\_\_

Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_

PAN \_\_\_\_\_ Marital Status \_\_\_\_\_

Office Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Pin \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax \_\_\_\_\_

Mobile \_\_\_\_\_ E-Mail \_\_\_\_\_

Permanent Address (If different from Mailing Address above) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Pin \_\_\_\_\_

Tel. No. \_\_\_\_\_ Mobile \_\_\_\_\_

**B\*: FOR COMPANIES/FIRMS/HUF Applicant**

M/s. \_\_\_\_\_

Name of Director/Partner/Karta/Proprietor \_\_\_\_\_

Date of Incorporation/Formation \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Pin Code \_\_\_\_\_

Permanent Address (If different from Mailing Address above) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Pin \_\_\_\_\_

Tel. No. \_\_\_\_\_ Mobile \_\_\_\_\_

E-mail \_\_\_\_\_ FAX \_\_\_\_\_

PAN \_\_\_\_\_

\*Hereinafter referred to as "Applicant(s)/Applicant"

**DECLARATION:**

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

Signature of First Applicant

Signature of Second Applicant

Date \_\_\_\_\_

Place \_\_\_\_\_

**For Office Use Only**

**Details of Unit (hereinafter referred to as "Said Unit/Unit"):**

(i) Unit No. \_\_\_\_\_  
 (ii) Floor \_\_\_\_\_

(iii) Tower No./Name \_\_\_\_\_  
 (iv) Super Area \_\_\_\_\_ Sq. Ft.  
 \_\_\_\_\_ Sq. Mtrs. (app.)

**Total Price/Sale Consideration/Cost of the Unit:**

(i) Basic Sale Price (BSP) ₹ _____ per sq. ft.	₹ _____
(ii) One Covered Car Parking Space ₹ _____ exclusive Usage/Allocation Charges (CPC)	₹ _____
(iii) Development Charges* ("DC") @ ₹ _____ per sq. ft.	₹ _____
(iv) Preferential Location Charges (PLC) _____	₹ _____
(v) Power Back-up Installation Charges ( _____ KVA	₹ _____
(vi) Club Membership Charges _____	₹ _____
(vii) Interest Free Maintenance Security ₹ _____ per sq. ft.	₹ _____
(viii) External Electrification charges (EEC) & Fire Fighting Charges (FFC) ₹ _____ per sq. ft.	₹ _____
(ix) Other Cost (If Any) _____	₹ _____

**Total Price/Sale Consideration/Cost of Unit\*  
 (Subject to Buyer's Agreement)**

₹ \_\_\_\_\_

\* Service Tax shall be payable extra as applicable.

1 Meter = 3.28 Ft.  
 1 Sq.Meter = 10.76 Sq.Ft.

\*"Development Charges" or "DC" shall mean the amount charged by the Company from the Applicant(s) towards carrying out the developmental works inside or around the Project, including but not limited to the payment of the following:

- 1.1 External Development Charges (EDC), Enhanced EDC (EEDC) and Infrastructure Development Charges (IDC) as conveyed and/or demanded by the HUDA, DTCP, the Government of Haryana or any local body with respect to License No. 124 of 2008 dated 14.06.2008 and any increase thereof, retrospectively or prospectively.
- 1.2 Any interest paid and/or payable thereon to the concerned authorities including any increase, retrospectively or prospectively. Bank Guarantee cost incurred for submission of Bank Guarantee on account of payment of EDC/EEDC/IDC.
- 2.1 Any other charges like Infrastructure Augmentation Charges (IAC) etc. as conveyed and/or demanded by the HUDA, DTCP, the Government of Haryana or any local body.
- 2.2 Any interest paid and/or payable thereon to the concerned authorities including any increase, retrospectively or prospectively.
- 3 The cost of such other developmental or other works as may be undertaken by the Company within or around the project that are not charged specifically elsewhere.
- 4 Cost incurred by the Company on the capital invested in making the payment of any of the Development Charges. Such cost shall be determined at the rate of 18% per annum on capital invested.

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 \_\_\_\_\_

**Checklist for receiving official:**

Stamp with Signature of Dealer / Agent

- (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
- (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)

(Checked By)

(Authorized Signatory)

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

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

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

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

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

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

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

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 Applicant(s) has applied for allotment of the Said Unit and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development/construction of the Said Unit / Said Project and has also satisfied himself about the arrangements/title/interest/rights of the company in the Said Land on which the Said Unit/ Said Project is being developed/constructed. The Applicant(s) confirms that the Company has afforded an opportunity to carefully examine all the relevant records/documents relating to the development and construction of the Said Unit and has answered all his queries and on being satisfied, the Applicant(s) confirms that no further investigation in this regard is required by the Applicant(s) from the Company. The Applicant(s) confirmed that this Application is irrevocable and cannot be withdrawn.
2. The Applicant has submitted this Application for provisional allotment of a Unit in the Project after conducting an independent investigation and inquiry, with full knowledge of and subject to all the laws/notifications, rules and byelaws applicable to this area in general and this Project in particular. The Applicant has also examined & understood the terms of Buyer's Agreement. The Applicant(s) understands and agrees that the allotment of the Unit shall be made by the Company on priority basis subject to receipt of full booking amount and after scrutiny of the Application form. The applicant(s) further understands and agrees that 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 as determined by the Company, which in case allotted to the Applicant, shall be payable by the Applicant without any demur or protest or reservation.
3. (i) The Applicant(s) shall pay the Total Price {as defined in clause 3(ii) below} of the Said Unit in accordance with the payment plan opted by the Applicant(s) and in addition, the Applicant(s) shall also be liable to pay all other amounts, charges, taxes and cesses and any other dues mentioned in this Application/Unit Buyers Agreement. The Applicant(s) agrees and understands that the Total Price of the Said Unit and other charges and taxes are calculated on the basis of Super Area {as defined in clause 3(iii) below} of the Said Unit which is tentative and any increase or decrease in super area shall be payable or refundable at the rate mentioned in this Application.  
(ii) "Total Price" means the amount amongst others, payable for the Said Unit which includes Basic Sale Price (BSP), PLC (if the Said Unit is preferentially located) calculated on per sq. ft./per sq. mtr. based on the super area of the Said Unit and the price for exclusive usage of Car Parking Space(s) and including but not limited to Development Charges ("DC"), Interest Free Maintenance Security ("IFMS"), Club Membership charges, External Electrification charges (EEC), Fire Fighting Charges (FFC), Power Backup Installation Charges or any other charges as per the demand raised by the Company from time to time in respect of the said unit.  
(iii) Super Area for the purpose of calculating the Total Price in respect of the said unit shall be the sum of unit area of the said unit, its pro-rata share of common areas in the entire said building and pro-rata share of other common areas in the project as described hereunder:

Whereas the unit area of the said unit shall mean entire area enclosed by its periphery walls including area under walls, columns, balconies, deck, cupboards and lofts etc. and half the area of common walls with other premises/unit, which form integral part of the Said Unit and Common Areas shall mean all such parts/areas in the said project which the Applicant(s) shall use by sharing with other occupants of the said project including entrance lobby, driver's/common toilet, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, , service area including but not limited to lift machine room, overhead water tanks, underground water tanks and pump rooms, electric substation, DG set room, FAN rooms, maintenance room/stores, security room, Religious Building, fire control room and architectural features if provided.

It is specifically made clear that the computation of super area of the said unit does not include the following:

- (a) Limited common area, unless otherwise access/usage/easement of which is specifically allowed/allotted;
- (b) Sites for shops and shop(s), commercial building
- (c) Sites/Buildings/Area of Community facilities/ Amenities like Nursery/ Primary/ Higher Secondary School, Club/Community centers, Dispensary, Crèche, Health Centers, Police post, Dwelling units for Economically weaker section
- (d) Roof/top terrace above units excluding exclusive terrace allotted to the units
- (e) Covered/Open car parking area within/around buildings for applicant, visitors of the project.

It is further clarified that the super area is tentative and is for the purpose of computing Sale Price in respect of Said Unit only and that the inclusion of Common Areas within/outside Said Building, for the purpose of calculating Super Area does not give any right, title or interest in Common Areas to unit Applicant(s) except the right to use common areas by sharing with other occupants/Applicant(s) in the said building/project subject to strict compliance of terms and conditions to be determined for the purposes.

- (iv) Subject to other terms and conditions of this Application/Unit Buyer Agreement on or after the payment of the Total Price, Taxes and Cesses, other charges and dues as per the Application/Agreement, the Applicant(s) shall have the (i) ownership of the unit area of the unit; (ii) undivided interest and the right to use common areas along with the other apartment owners as mentioned in the declaration to be filed by the Company under the Haryana Apartment Ownership Act 1983; (iii) right to exclusive use of the Car Parking Space(s); (iv) undivided proportionate interest in the Foot Print of the Said Building for which the basis of calculation shall be the ratio of super area of the Said Unit to the Total Super Area of all the units in the Said Building/Project, as the company may decide.
  - (v) That calculation and determination of Total Price on Super Area Basis has been done keeping in view the applicable laws and practice prevailing in Real Estate Industry. However, in case, under any circumstances, whatsoever or as per the requirement of Law or amendment in the statute or otherwise, the expression 'super area' ceases to exist or is replaced/substituted by some other expression or the definition and meaning of the super area is modified or changed, then, due to such change the total price/consideration amount (i.e. BSP and other charges) of the unit shall remain unchanged for all the purposes as existing in the case of super area. Further, irrespective of the total amount of unit, any such change in area shall correspond with change in per square feet rate for sake of calculation purpose only.
4. The Applicant(s) agrees that the Applicant(s) shall not have any right, title and interest in any commercial premises, building, shops, community center, club and school, if any, constructed/situated in/outside the Said Project as the Company shall be the sole and absolute owner of the same and the same always vest with the Company. The Company, as the owner, shall be free to deal with the same on such terms and conditions, as it may deem fit. Applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale of shops, commercial premises, buildings, community centers, club, school etc., or in their operation and management, including but not limited to creation of further rights in favor of any other party/Company by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi-government, any other authority, body, any person, institutions, trust and/or any local bodies, which the Company may deem fit.
  5. (a) The Applicant(s) understands that the super area of the said apartment does not include any recovery/loading towards the cost of construction or land area of club/community center/other amenities within the said Project. The Applicant(s) agree and understand that the Applicant(s) shall only have conditional right of usage of facilities (subject to strict compliance of terms and conditions being determined therefor) which may be provided in the club/community center/other amenities within the said project. However, the Company reserves the right to include such area in the computation of the final super area of the said unit at any stage and the Applicant(s) shall not raise any objection thereto. The Company shall have the right to formulate the management, structure and policy, rules and regulations for the said club/community center/other amenities and upon intimation of the formalities to be complied with, by the Company, the Applicant(s) undertakes to fulfill the same. It is understood that the entire operating cost of the said club/community center/other amenities, facilities, improvements/upgradations to be carried over a period of time, direct usage charges of the facilities used and items consumed by the Applicant(s) from time to time, shall in no way constitute any portion of the Total Price of the said Apartment and shall be paid separately by the Applicant(s).  
(b) The Applicant(s) agrees to pay applicable club charges/club membership charges for the club facilities (if provided). The amount shall be paid as and when demanded by the Company. The actual usage will be payable as per the usages and services availed by the Applicant(s).
6. The Applicant(s) has seen and accepted the Building Plans, floor plans, designs, specifications, measurements and location of the Unit and has applied for the allotment of the said unit with the specific knowledge that the Building Plans, floor plans, designs, specifications, measurements, location of the said unit and/or said building, floor plans and all other terms and conditions which are tentative and are liable to change/alteration/modification/revision/addition/deletion/substitution or recast by the Company or as required by any statute authority or by any government policy/statutory rules and regulations or for better efficiency to achieve the density of population as envisaged in any Master Plan or for the reason advised by the Architect or for the reasons of commercial expediency or otherwise or due to force majeure reasons. The necessary variations/alterations/ modifications may involve change in position/ location, including change in dimensions, area, number, increase/decrease in FAR and alterations/deletions of terrace rights, etc. along with carrying out extensive developmental/construction activities in and around the area falling outside or within the Unit, and the applicant assures and confirms 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. Further, in case the Applicant(s), has any objection to such variations/ alterations/ modifications as affecting his/her unit/tower location/layout, then he/she shall give written intimation of such objections to the Company and the Company will endeavor to clarify/explain his/her objections. However, in case the Applicant(s) is not satisfied with the clarification/explanation given by the company with regard to such variations/alterations/modifications as affecting his/her unit/tower location/layout, then only remedy/claim available to the Applicant(s), will be, to apply for cancellation of his/her unit and the Company may process such cancellation request at its end on case to case basis and will refund the amount received

Signature of First Applicant

Signature of Second Applicant

from the Applicant(s) after deduction of non-refundable charges, without any interest and subject to completion of cancellation formalities and after getting his/her refund as above, he/she shall be left with no claim, whatsoever against the Company in respect of said unit. The Applicant(s) 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/final payment of 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.

7. The Applicant(s) agrees that Car Parking Space, if allotted, shall be an integral part of the Unit which cannot be sold or dealt with, independent of the unit. The Applicant(s) may apply for additional Car Parking Space which may be allotted subject to availability and on first come first serve basis, upon payment of charges, to be determined by the Company. The Applicant(s) agrees that the car parking spaces, if any, being allotted to the Applicant(s) shall not form part of the common areas of the project for the purpose of declaration which may be filled by the Company under Haryana Apartment Ownership Act 1983.
  8. The Applicant has understood and agreed that the terms and conditions of contained herein 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 or obligation.
  9. The Applicant(s) agrees and understands that the price of the said unit is based on the price of materials and labour charges pertaining thereto on and around the month of March 2013. If, however, during the progress of construction, there is an increase/decrease in the price of materials used in the construction work and/or labor charges, the same shall be recoverable/payable respectively to the Applicant(s). Such escalation charges, as intimated to the Applicant(s), shall be final and binding on the Applicant(s) and the applicant(s) agrees and understands that any default in payment of the escalation charges shall be deemed to be a breach of the terms and conditions of the Application/Unit Buyers Agreement.
  10. (i) Subject to other terms of this Application/Buyers Agreement to be executed subsequently, including but not limited to timely payment of the Total Price, stamp duty and other charges by the Applicant(s), the Company shall endeavor to complete the construction of the said Unit within 48 (Forty Eight) months, with a grace period of six months, from the date of execution of Unit Buyer's Agreement or from the date of getting requisite sanctions from the Concerned Authorities, for commencement of construction of the project, whichever is later. The Company will offer possession of the Said Unit to the Applicant(s) as and when the applicant receives the occupation certificate from the competent authority (ies). The delay by the Applicant(s) in taking over possession of the Said Unit would attract holding charges @ 10/- per sq. ft. per month for any delay of full one month or any part thereof and the delay will be counted from the date of offer of possession.  
(ii) Subject to the terms and conditions of the Buyer's Agreement, in case of any delay (except for Force Majeure) by the Company in completion of construction of the Said Unit and the Applicant(s) not being in default of the terms and conditions set out in this Application/Unit Buyers Agreement, the Company shall pay compensation @ Rs. 10/- per sq. ft. per month or part thereof only to the first named Applicant(s) and not to anyone else. In the event the Applicant(s) has delayed in payment of any of the installment as agreed herein, irrespective of the fact that such delay has been condoned and the payment has been accepted along with interest/delayed payment charges by the Company, the Applicant(s) waives his right to seek the compensation on account of delay as mentioned hereinabove. The Applicant(s) agrees and confirms that the compensation herein is a just, adequate and equitable estimate of the damages which the Applicant(s) might have suffered and the Applicant(s) agrees that it shall have no other right, claims whatsoever. The adjustment of such compensation shall be done only at the time of execution of conveyance deed of the Said Unit.  
(iii) "Force Majeure" means any event or combination of events beyond the control of the Company which cannot be by the exercise of reasonable diligence, or despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application/Unit Buyers Agreement, which shall include but not limited to:
    - (a) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
    - (b) Explosions or accidents, air crashes, act of terrorism;
    - (c) Strikes or lock outs, industrial dispute, land dispute, dispute with contractor;
    - (d) civil commotion, war, riots, bandh, enemy action, earthquake, flood, tsunami;
    - (e) non availability of steel, cement, other building material, water supply, electric power, slow down strike or due to a dispute with the construction agency employed by the Promoter;
    - (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order, notice or direction from any governmental authority that prevents or restricts the Company from complying with any or all the terms and conditions as agreed in this Application/Unit Buyer's Agreement;
    - (g) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if any Competent Authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the said project/said building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever;
    - (h) any event or circumstances analogous to the foregoing.The Applicant(s) agrees that the Company shall not be liable to perform any or all its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended accordingly. If in the opinion of the Company, Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the project in abeyance and terminate/alter/vary the terms of this Application/Unit Buyers Agreement and in case of termination, the Applicant shall be entitled to refund of the amounts deposited by the Applicant(s), without any interest or compensation whatsoever, provided the Applicant(s) is not in breach of any of the terms of this Application/Unit Buyers Agreement.
11. The Company reserves the right to give on lease or hire any part of the top roof/terrace above the top floor, unless otherwise reserved specifically, of any of the building in the Said Project for installation and operation of antenna, satellite dishes, communication towers, other communication equipment's or to use/hire/lease the same for advertisement purpose and the Applicant(s) shall not object to the same and make any claim on this account. The roof/top shall always vest with the company and the Company shall be the sole owner thereof and shall have sole and absolute right to develop/construct any such area/unit/facility over the same if permitted by the competent authority. The Applicant(s) has understood and agreed that he shall have no right of constructing any structure upon Balconies/Lawn/Terrace.
12. 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 Total Price of the Unit, shall collectively constitute the earnest money.
13. (i) Timely payment of installments as per the Payment Plan shall be the essence of this transaction. It shall be incumbent on the Applicant(s) to comply with the terms of payment and other terms and conditions of allotment. The Applicant(s) acknowledges that failure to adhere to the payment schedule and failure to make full and timely payment impacts the Company's ability to fulfill its reciprocal promises and obligations to the Applicant(s) and other customers and consequently prejudicially affects as well as results in the waiver and extinguishment of the Applicant(s) rights under these Terms and Conditions and the Buyers Agreement, including but not limited to the right to claim any compensation for delay in handing over possession of the Unit, the right to require the Company to perform any of its obligations within a given timeframe and the cancellation of allotment amongst other rights. Accordingly, in the event that the Applicant(s) fails to strictly adhere to these Terms and Conditions and the Buyers Agreement, such action shall amount to voluntary, conscious and intentional waiver and relinquishment of all rights and privileges of these Terms and Conditions and the Buyers Agreement which could be, at the option of the Company, treated as termination/cancellation of allotment and consequently the Applicant(s) shall at the option of the Company, cease to have any right, title or interest whatsoever in the Unit and shall also be liable to forfeiture of earnest money deposit, non-refundable amounts in terms herein/ as per Unit Buyer's Agreement.  
(ii) As stated hereinabove, timely payment of installments of basic sale price, preferential location charges, EDC & IDC, additional charges and other charges viz external electrification charges, fire fighting equipment cost and installation charges, installation charges of STP, ETP, water supply system etc. in accordance with Buyer's Agreement/Payment Plan, is the essence of booking/ allotment. However, in case the applicant neglects, omits, ignores, delays or fails, for any reason whatsoever, to pay in time to the Company, any of the installments or other amounts and charges due and payable by the Applicant(s) as per the payment schedule opted or if the Applicant(s) in any other way fails to perform, comply or observe any of the terms and conditions of the allotment, the Company may at its sole discretion cancel the allotment and forfeit the amount of Earnest Money and Non-Refundable Amounts including but not limited to the interest due on delayed payments, deduction of brokerage in case booking is made through a broker, application processing fees, any incentives, and/or any other charges due from the Applicant(s) etc. and other amounts of such nature.  
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 and accept the payments by charging penal interest @ 18% p.a. for up to 30 days delay from the due date of payment and @ 21% p.a. thereafter to be compounded annually on all outstanding dues from their respective due dates.
14. Notwithstanding anything contained herein as also contained in the Buyer's Agreement, it is expressly understood and agreed by the Applicant(s) that timely payment of installments as stipulated in the Payment Plan, payable in respect of the Unit shall continue and remain binding on the Applicant(s) unabated irrespective of any issues between the Applicant(s) and the Company with respect to any matter contained in these Terms and Conditions and the Flat buyer's Agreement.
15. The Applicant(s) agrees and understand that if the FAR is increased beyond the current applicable FAR by the Government Authority, the Company shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The Company shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings in the Said Project or additional floors in the existing Building/Tower

Signature of First Applicant

Signature of Second Applicant

as per the approvals granted by the Government Authorities. The Applicant(s) further agrees and confirms that upon such additional construction by use of additional FAR, the additional construction shall be the sole property of the Company, which the company shall be entitled to dispose of in any manner it chooses without any interference from the Applicant(s). The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary drainage systems and all other services and provisions in the said Project. The Applicant(s) acknowledges that the Applicant(s) has not made any payment towards the additional FAR and shall have no objection to any of such construction activities carried on the Said Building/Said Project.

16. 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.
17. All payments by the Applicant shall be made to the Company through demand drafts/cheques drawn upon scheduled banks in favour of "RPS-AURIA" payable at New Delhi/Faridabad only or as intimated by the Company from time to time.
18. The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant, however, 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(s) only.
19. All additional statutory charges including but not limited to 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 and/or his transferee(s)/successor and/or lawful owner/allottee of the unit at that point of time and that the same shall be treated as unpaid price/sale consideration.
20. The Applicant(s) agrees and confirms that any rights on the Said Unit are not assignable to any third party till the expiry of six (6) months from the date of booking or payment of 20% of the Basic Sale Price whichever is earlier. However, after the expiry of six (6) months or payment of 20% of the Basic Sale Price, the Company may, upon payment of charges as applicable from time to time and subject to applicable laws and notifications or any Government Authority/its agency/body directions as may be in force, upon receiving a written request from the Applicant(s), permit the Applicant(s) to get the name of his/her nominee substituted, added, deleted in his/her place subject to such terms, conditions and charges as the Company may impose. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination/transfer/assignment.
21. The Applicant(s) agree to enter into a maintenance agreement with the Maintenance Agency to be appointed by the company for the maintenance and upkeep of the Said Building/Said project and undertakes to pay the maintenance charges therefor. In order to secure the due payment of the maintenance charges and other charges raised by the Maintenance Agency, the Applicant(s) agrees to deposit, as per the schedule of payment and to always keep deposited with the Company or the Maintenance Agency, as IFMS (Interest Free Maintenance Security).
22. The Applicant(s) 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 such refusal shall in no case be an excuse for non-payment of further installments to the company.
23. The Applicant(s) agree that the Company shall have the right to raise finance/loan from any financial institution/ bank by way of mortgage/charge/securitization of Project Land/Said Land and/or receivables of the Said Unit subject to the Said Unit being free of any encumbrances at the time of execution of sale deed. The Company/financial institution/bank shall always have the first lien/ charge on the Said Unit for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted.
24. In case the Company is compelled to abandon the Project for any reason whatsoever, beyond its 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.
25. 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 by way of sale/disposal/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 and the Applicant shall not raise any objection in this regard. However, the interest of the Applicant(s) will be taken care of.
26. The Applicant shall before taking possession of the Unit, shall 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 said unit/immovable property and the Applicant(s) shall not get any right, title or interest therein.
27. 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. In the event of breach, all risk, cost and consequences shall exclusively be borne by the Applicant(s) keeping the Company fully indemnified and harmless.
28. 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 be treated as null and void and the same shall stand cancelled forthwith. The Applicant(s) agrees that the Company shall not be held liable or responsible 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.
29. To clarify 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.
30. 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.
31. The Applicant(s) shall indemnify and keep the Company, directors, its agents, representatives, employees, estate and effect, always indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s) as mentioned in this Application and Buyers Agreement.
32. The Applicant(s) agrees and understand that terms and conditions of the Application and those of the Buyers Agreement may be modified/amended by the Company in accordance with any directions/order of any court of law, Government Authority, in compliance with present and/or future applicable laws and such amendment shall be binding on the Applicant(s) and his/her successors.
33. 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.
34. Herein, singular shall mean and include plural as well as masculine gender shall mean and include feminine gender, wherever applicable.
35. The applicant shall inform the company in writing of any change in the mailing address mentioned herein failing 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.
36. In case the cheque/ bank draft submitted along with this application is dishonored 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).
37. That any dispute arising out of or touching upon or in relation to the terms and conditions of this Application for booking and allotment and the Buyer's Agreement to be executed later on including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussions failing which the same shall be referred for Arbitration to the Arbitral Tribunal of sole Arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The cost of Arbitration proceedings shall be shared in equal proportion by the Company and the Applicant(s). It is specifically agreed by the Applicant that the payment of installments as per payment plan opted by the Applicant, shall in no case be stopped by him and/or the progress of the project be hampered in any way on account of any difference or dispute between him and the Company or during the pendency of Arbitration or other Court proceedings. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and the venue shall be either at New Delhi or Faridabad or Gurgaon only. However, the courts at District Faridabad alone shall have the exclusive jurisdiction.

I/ we have 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 notices/reminders in respect of my/our obligations set out in this application and the Unit 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 Unit 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