



**Application for Allotment by Sale of Residential Apartment in
DLF RIVERSIDE in Poonithura Village, Kanayannur Taluk.**

DLF Home Developers Limited
PDR Bhavan,
Palliyil lane, Foreshore road,
Kochi-16.

Dear Sirs,

I/We request that I/We may be provisionally allotted a residential apartment in DLF RIVERSIDE in Poonithura Village, Kanayannur Taluk under your Down Payment/ Installments Payment Plan.

I/We remit herewith a sum of Rs. _____ Rupees _____ only

by Bank Draft / Cheque No. _____ dated _____ drawn on _____
as booking amount.

In the event of M/s. DLF Home Developers Limited agreeing to provisionally allot an apartment, I/we agree to pay further installments of Total Price and all other dues as stipulated in this Application and Agreement that will be executed by me/us and the Company and the Payment Plan as explained to me/us by the Company and understood by me/us.

I / We have clearly understood that this Application does not constitute an agreement to sell and I/We do not become entitled to the provisional and/or final allotment of an apartment in the Said Complex notwithstanding the fact that the Company may Have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Agreement on the Company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company. If, however, I/We fail to execute and return the Agreement within thirty (30) days from the date of its despatch by the Company then this Application may be treated as cancelled only at the sole discretion of the Company and the earnest money paid by me/us shall stand forfeited. I/We are making this application with the full knowledge that the building plans for the building in which the Said Apartment is located has been sanctioned by the Corporation of Kochi and other statutory NOCs/ sanctions required from various authorities have been applied for and consent/permission from the concerned Authorities are awaited. I/We have instructed the Company that if for any reason, the Company is not in a position to finally allot the Said Apartment within a period of one year from the date of this Application , I/We would like to have refund of the amount deposited with simple interest at the rate of 9% per annum calculated for the period for which such amount has been lying with the Company for which I / We would give notice to the Company to make payment within thirty (30) days of the receipt of notice.

I/We agree to abide by the terms and conditions of this Application including those relating to payment of Total Price and other charges forfeiture of earnest money as laid down herein and the execution of the Agreement.

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

1. SOLE OR FIRST APPLICANT Mr./Mrs./Ms. _____

S/W/D of _____ Nationality _____

Age _____ years Profession _____

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

Origin _____

Income Tax Permanent Account No. _____

Ward / Circle / Special range and place where assessed to income tax _____

Mailing Address _____

Tel No. _____ Fax No. _____

Office Name & Address _____

_____ Tel.Nos. _____

E-mail ID : _____ Mobile : _____

2. SECOND APPLICANT Mr./Mrs./Ms. _____

S/W/D of _____ Nationality _____

Age _____ years. Profession _____

Residential Status: Resident/Non-Resident/Foreign National

of Indian Origin _____

Income Tax Permanent Account No. _____

Ward / Circle/Special range and place where assessed to income tax _____

Mailing Address _____

Tel No. _____ Fax No. _____

Office Name & Address _____

_____ Tel.Nos. _____

E-mail ID _____ Mobile _____

3. DETAILS OF APARTMENT

Type : _____

Super area : _____ sq.mtr. (approx) _____ sq.ft.(approx.)

Building Block : _____ Floor _____ Number _____

Parking Space(s) No:(1) _____ (2) _____ (3) _____

Type : Covered/Open

4. PAYMENT PLAN: DOWN PAYMENT / INSTALLMENT

Note: - Payments to be made by A/c Payee Cheque(s) / Demand Draft(s) in favour of 'DLF HOME DEVELOPERS Limited' payable at Cochin.

Please affix your photograph here

Please affix your photograph here

5. DECLARATION:

I/We the applicant(s) do hereby declare that my/our application for allotment by the company is irrevocable and that the above particulars / information given by me/us are true and correct and nothing has been concealed therefrom.

Date _____

Yours faithfully,

Place _____

Signature of applicant(s)

-----FOR OFFICE USE ONLY-----

RECEIVING OFFICER :Name _____ Signature _____ Date _____

1. ACCEPTED / REJECTED

Apartment Type : _____

Allotted No. _____ Bldg Block _____ Floor _____

Super area _____ sq. mtr.(approx.) _____ sq. ft.(approx.)

Parking Space(s)No:(1) _____ (2) _____ (3) _____

Type : Covered / Open

2. Basic sale price (Super area) : Rs. _____ per sq. mtr;
Rs. _____ per sq.ft.
Aggregating to Rs. _____/-
(Rupees _____)

Parking space charges (2/3 nos.) : Rs. _____/-

Preferential location charges, as applicable : Rs. _____/-

Floor rise charges : Rs. _____/-

Total price payable for the said apartment together with the parking space(s) and Preferential location & Floor rise charges : Rs. _____/-

Note: - Interest bearing maintenance security @ Rs. 33 per sq. ft of the super area shall be paid extra and shall carry a simple yearly interest as per the applicable rates on fixed deposits accepted by State Bank of India at the close of each financial year on 31st March to be adjusted in the manner to be stated in the Agreement; if and until such time the Company retains it .

- Stamp duty and registration charges etc. shall be extra at actuals and to be borne by the applicant.

- The Total Price above does not include:

(i) Any tax paid or payable by the company and/or its contractors by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, educational cess one time building tax, luxury tax if any, building and other construction workers' welfare fund or cess or any other taxes, charges, levies by whatever name called, in connection with the construction of the said complex (hereinafter collectively referred to as "Taxes")

- (ii) The Applicant/s shall pay, in addition to the Total Price a price equal to the proportionate share of Taxes; the proportionate share being calculated in the ratio of super area of the Said Apartment to the total super area of all the apartments in the Said Complex.
- (iii) The Company shall periodically intimate to the Applicant herein, on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as stated in (ii) above and the Applicant herein shall make payment within 30 (Thirty) days of such intimation.
- (iv) The Applicant/s shall deposit with the Company a lump sum of Rs. 1,00,000 (One lakhs only), as and when demanded, within 30 days of such demand and the same will be used by the Company to make payments to KSEB, KWA and the Sewerage facility for installation and supply of services by these authorities/agencies
- (v) The Applicant/s shall pay Rs. 1,00,000/- (One lakh only) for the club charges which is exclusive of the membership charges and usage charges.

3. PAYMENT PLAN : Down Payment / Installments

4. Payment received vide Cheque / DD / Pay Order No. _____ dtd _____ for Rs. _____ out of NRE / NRO / FC / SB / CUR / CA _____ Acct _____

5. Provisional booking receipt no. _____ dated _____.

6. BOOKING: DIRECT/THROUGH SALES ORGANISER

7. Sales Organiser's Name & Address, Stamp with signature:

8. Check List for Receiving Officer :

- (a) Booking amount cheques/drafts
- (b) Applicant's signature on all pages of the application at places marked 'X'
- (c) PAN No. & copy of PAN Card / Undertaking
- (d) For companies : Memorandum & Articles of Association and certified copy of board resolution and for partnership firm, copy of partnership deed/firm registration certificate & authorisation letter/power of attorney.
- (e) For foreign nationals of Indian origin : passport photocopy /funds from NRE / FCNR A/c
- (f) For NRI : Copy of passport & payment through NRE /NRO A/c
- (g) One photograph
- (h) Electoral identity card/proof of identification
- (i) Form No.1 duly signed by the applicant for paying one time building tax.

9. Remarks: _____

DATE _____ | _____ | _____

Place

Chief Manager - MARKETING

Cleared by Stock on _____ Signature _____

TERMS AND CONDITIONS
FORMING A PART OF THIS APPLICATION FOR PROVISIONAL
ALLOTMENT OF A RESIDENTIAL APARTMENT IN DLF RIVERSIDE at Poonithura Village, Kanayannur Taluk

The terms and conditions given below are more comprehensively set out in the Agreement which upon execution shall supercede the terms and conditions set out in this Application. The Applicant(s) shall sign all the pages of this Application in token of his/her acceptance of the same.

1. The Applicant(s) has applied for provisional allotment of the Said Apartment with full knowledge of all the laws/notifications and rules applicable to this area in general and the Said Complex in particular which have been explained by the Company and understood by him/her.
2. The Applicant(s) has satisfied himself/herself about the interest/rights of the Company in the land on which the Said Complex is being constructed and has understood all limitations and obligations in respect thereof. The Applicant(s) agree(s) that there will not be any further investigations or objections by him/her in this respect.
3. The Applicant(s) agree(s) that he/she shall pay the Total Price of the Said Apartment and other charges calculated on the basis of super area which is understood to include pro rata share of the common areas within the Said Building or which may be located any where in the Said Complex at the sole discretion of the Company. It is further understood by the Applicant(s) that the calculation of super area of the Said Apartment shall be more clearly defined in the Agreement and upon execution of the Agreement the method of calculation of super area stated therein shall become binding on the Applicant(s) and the Company.
- 4(a). The Company has calculated the Total Price payable by the Applicant(s) for the Said Apartment on the basis of its super area which comprises of the apartment area and the undivided share in the common areas and facilities within the Said Building in the Said Complex only. In addition the Applicant(s) shall have the ownership of undivided proportionate share of the land beneath the footprint of the Said Building only calculated in the ratio of super area of the Said Apartment to the total Super area of all the apartments in the Said Building only. The Applicant(s) confirms and represents that he/she has not made any payment to the Company in any manner whatsoever and that the Company has not indicated / promised / represented / given any impression of any kind in an explicit or implicit manner whatsoever, that the Applicant(s) shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the land beneath the footprint of the Said Building save and except the use of common areas (for the purposes of direct exit to a nearest public street, nearest road only) to be identified by the Company in its sole discretion and such identification by the Company in its plans now or in future shall be final, conclusive and binding on the Applicant(s). The Company has made clear to the Applicant(s) that it may be acquiring more lands in the neighborhood of the Said Complex and would be carrying out extensive developmental / construction activities in future in the entire area falling outside the land beneath the Said Building, within / outside the Said Complex and permit usage of the common area within the Said Complex to such extended developmental project and that the Applicant(s) shall not have a right to raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be alleged to be suffered by the Applicant(s) due to such developmental / construction activities or incidental / related activities. It is made clear by the Company and agreed by the Applicant(s) that all rights including the ownership thereof of land(s), facilities and amenities (other than those within the Said Building and the land beneath the Said Building only), shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of

further rights in favour of any other party 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, institution, trust and / or any local body (ies) which the Company may deem fit in its sole discretion. The Company relying on this specific undertaking of the Applicant(s) in the Application may agree to provisionally allot the Said Apartment and this undertaking shall survive throughout the ownership of the Said Apartment by the Applicant(s), his/her legal representatives, successors, administrators, executors, assigns etc.

4(b) The Said Apartment along with the Said Building may become subject to the provisions of Kerala Apartment Ownership Act, 1983, if and when the same is made applicable, or any statutory enactment or modifications thereof, and the Company maybe required to file a declaration under the same specifying the common areas and facilities and the undivided interest of each apartment owner in the common areas and facilities in the Said Complex. The Applicant(s) agrees and confirms that his / her right, title and interest in the Said Apartment/Said Building shall be limited to and governed by what will be specified by the Company in such declaration if and when the same is required to be so filed. In this regard it is made clear by the Company and fully understood by the Applicant(s) that the declaration that maybe filed in compliance of Kerala Apartment Ownership Act, 1983 shall be in strict consonance with Clause 4(a) above and in no manner shall confer any right, title or interest on the Applicant(s) in any lands, facilities, amenities and buildings outside the land beneath the footprint of the Said Building. It is made clear that the Company shall remain the sole owner of the land on which the Said Complex is being constructed (other than the land beneath the footprint of the Said Building), facilities, amenities and buildings outside the land beneath the footprint of the Said Building and the Company shall be entitled to sell, transfer, part with possession thereof or otherwise dispose off the same to any one and in any manner at its sole discretion and the Applicant(s) shall have no claim whatsoever of any sort therein. The Applicant(s) shall join any society/association of the apartment owners and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.

4(c) It is made clear by the Company and specifically understood by the Applicant(s) that the Company may in its sole discretion and for the purpose of complying with the provisions of Kerala Apartment Ownership Act, 1983, if and when the same is made applicable, or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the land beneath the footprint of the Said Building and / or common areas and facilities as may be described by the Company in its sole discretion, by calculating the same in the ratio of value of the Said Apartment to the total value of the Said Building (s)/Said Complex, as the case may be, and that the Applicant(s) shall not have a right to raise any objections in this regard.

5. The Applicant(s) hereby agrees to pay additionally as preferential location charges for preferential location of the Said Apartment as described in this Application and in a manner and within the time as stated in the Payment Plan. However, the Applicant(s) has specifically agreed that if due to any change in the layout / building plan, the Said Apartment ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location charges without any interest thereon as paid by the Applicant(s) and such refund shall be adjusted in the last installment as stated in the Payment Plan. If due to any change in the layout/building plan, the Said Apartment becomes preferentially located or additionally preferentially located, then the Applicant(s) shall be liable and agrees to pay as and when demanded by the Company preferential location charges/additional preferential location charges.

6. In addition the Applicant(s) also agrees to pay Govt. rates, cesses, charges including development infrastructure charges, if any, wealth tax, one time building tax, luxury tax if any or taxes of all and any kind by whatever name called, whether levied, or leviable now or in future or with retrospective effect, as the case may be from the date of this Application in proportion to the super area of the Said Apartment prior to the execution of the sale deed. If such charges are levied or increased (including with retrospective effect) after the sale deed has been executed then these charges shall be treated as unpaid sale price of the Said Apartment and the Company shall have lien on the Said Apartment for the recovery of such charges from the Applicant(s) and the Applicant(s) agrees to pay the same either directly to the concerned authorities or if paid by the Company, reimburse the same to the Company on pro-rata basis on demand being raised by the Company on him in this regard.

7. The Total Price mentioned in this Application is inclusive of the cost of providing electrical wiring in each apartment and fire fighting equipment in the common areas only as prescribed in the existing fire fighting code/regulations and power backup at the rate of **10 KVA for an apartment of area up to 2250 Sq.ft, 12 KVA for an apartment of area upto 3300sq.ft, 15 KVA for an apartment of area upto 4100 sq.ft and 18 KVA for an apartment of area upto 5000 sq.ft** in the Said Complex at 0.80 load factor in addition to that for the common areas and services. However, DG Set capacity calculation shall take into account suitable overall diversity of 70%. However, the Total Price does not include the cost of electrical fittings, fixture, etc. which shall be got installed by the Applicant(s) at his/ her own cost. If, however, due to any subsequent legislation / Government order or directives or guidelines or if deemed necessary by the Company or any of its nominees, additional fire safety measures are undertaken, then the Applicant(s) agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other allottees as maybe determined by the Company in its absolute discretion.

8. The Applicant(s) understands that it is mandatory for him/her to purchase the exclusive right to use two car parking spaces along with booking of the Said Apartment in the Said Complex and agrees to abide by the above stipulation. It is also understood by the Applicant(s) that the allotment of parking spaces shall be an integral part of the purchase of the Said Apartment, and the Applicant(s) shall not be entitled to sell / deal with the car parking spaces so allotted independent of the Said Apartment. All clauses of this Application and the Agreement pertaining to allotment, possession, cancellation etc. shall apply mutuatim mutandis to the parking spaces so allotted wherever applicable. However, the Applicant(s) shall be entitled to apply for additional car parking spaces, subject to availability at a price applicable at the time of allotment. The Applicant(s) agrees that all such reserved car parking spaces allotted to the occupants shall not form a part of common areas of the Said Apartment/Said Building for the purpose of the declaration which may be filed by the Company under Kerala Apartment Ownership Act, 1983 if and when the same would be made applicable. As the reserved parking space is an integral amenity of the Said Apartment, the Applicant(s) shall not sell/transfer/deal with the reserved parking space independent of the Said Apartment.

9. The Company and the Applicant(s) hereby agree that the earnest money for the purpose of this Application and the Agreement shall be calculated @ 15% of the Total Price of the Said Apartment. The Applicant(s) hereby authorises the Company to forfeit this earnest money along with the interest on delayed payments and brokerage paid, if any, etc in case of non- fulfillment of the terms and conditions herein contained and those of the Agreement and also in the event of failure by the Applicant(s) to sign and return to the Company the Agreement within thirty (30) days from the date of its dispatch by the Company.

10. The payment on or before due date, of Total Price and other amounts payable by the Applicant(s) as per the Payment Plan accepted by the Applicant(s) or as demanded by the Company from time to time is the essence of this Application and the Agreement.

11(a) The Applicant(s) has applied for the provisional allotment of the Said Apartment with the specific knowledge that the building plans, specifications, location of the Said Apartment / Said Building, floor plans and other terms and conditions as stated in this Application are tentative and are liable to change, alteration modification, revision, addition, deletion, substitution or recast at the sole discretion of the Company as it may deem fit and the Applicant(s) has made this Application for provisional allotment of the Said Apartment with the full knowledge that the building in which the Said Apartment proposed for is located are subject to changes/modification by the competent authority/Company

The Applicant(s) hereby agrees that the Company is fully entitled to increase the F.A.R./built up Super area/number of floors in the Said Building and /or the height of the Said Building subject to obtaining approval for the same from the competent authority(ies) and the Applicant(s) shall not have a right to object to the same. In such case Company may in its sole discretion give option to the Applicant(s) to move to a higher floor and on receipt of consent from the Applicant(s), Company may permit the Applicant(s) to move to a higher floor subject to availability of apartment on the higher floor. Accordingly this Application and the Agreement will stand modified to this effect. The Applicant(s) shall not claim any reduction in the Total Price of the Said Apartment due to any increase in the number of floors in the Said Building.

However, the Company reserves the right to dispose the increase in F.A.R./built up Super area/ number of floors in the Said Building and /or the height of the Said Building, as stated above, in any way it chooses without any interference from the Applicant(s). The Company, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures / stories with the existing electric, water, sanitary and drainage sources. The Applicant(s) shall even after taking possession of the Said Apartment or at any time thereafter, not have a right to object to the Company constructing or continuing with the construction of the other building(s) / blocks outside/adjacent to the Said Building or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the Company, on the ground that the infrastructure required for the Said Building is not yet complete. Any violation of this condition shall entitle the Company to seek remedies provided under the Agreement in cases of breach, non-payment, defaults etc

The Applicant(s) authorises the Company to refund the entire money received from the Applicant(s) with interest @ 9 % per annum if the final allotment of the said apartment is not done within twelve (12) months of the date of this Application and the Applicant(s) shall not have a right to raise any disputes in this regard and that his/her consent and authorisation to the Company for refund is irrevocable.

11(b) The Applicant(s) has seen and accepted the plans, designs, specifications which are tentative and the Applicant(s) authorises the Company to effect suitable and necessary alterations / modifications in the layout plan/building plans/parking plans designs and specifications as the Company may deem fit or as directed by any competent authority (ies). However, in case of any major alteration / modification resulting in +/-10% change in the super area of the Said Apartment or material change in the specifications of the Said Building /Said Apartment any time prior to and upon the grant of occupation certificate, the Company shall intimate to the Applicant(s) in writing the changes thereof and the resultant change, if any, in the Total Price of the Said Apartment to be paid by the Applicant(s) and the Applicant(s) shall inform the Company in writing his/her consent or objections to the changes within thirty (30) days from the date of such notice failing which the Applicant(s) shall be deemed to have given his full consent to all the alterations/modifications. If the Applicant(s) writes to the Company within thirty (30) days of intimation by the Company indicating his non-consent/objections to such alterations / modifications then the allotment of the Said Apartment shall be deemed to be

cancelled and the Company shall refund the entire money received from the Applicant(s) with interest @ 9% per annum. The Applicant(s) agrees that any increase or reduction in the superarea of the Said Apartment shall be payable or refundable (without any interest) at the rate per sq. mtr. as mentioned in this Application.

11(c) The Applicant(s) agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Apartment / 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 due to force majeure conditions, the Company, after provisional and / or final allotment, is unable to deliver the Said Apartment and/or allotted parking space(s) to the Applicant(s) for his/her occupation and use, the Applicant(s) agrees that the Company if it decides in its sole discretion to refund then it shall be liable only to refund the amounts received from him/her without any interest or compensation whatsoever.

12. The Company shall endeavour to complete the construction of the Said Building/Said Apartment within a period of 31 months (thirty one months) from the date of execution of the Agreement subject to timely payment by the Applicant(s) of Total Price, stamp duty and other charges due and payable according to the Payment Plan applicable to him or as demanded by the Company. The Company on obtaining certificate for occupation and use from the competent authorities shall hand over the possession of the Said Apartment to the Applicant(s) for his/her occupation and use and subject to the Applicant(s) having complied with all the terms and conditions of the Agreement. In the event of his/her failure to take possession and/or occupy and use the Said Apartment provisionally and/or finally allotted within thirty (30) days from the date of intimation in writing by the Company, then the same shall lie at his/her risk and cost and the Applicant(s) shall be liable to pay to the Company charges @ Rs. 5/- per sq. ft. of the super area per month for the entire period of such delay. If the Company fails to complete the construction of the Said Building/Said Apartment within 31 months (thirty one months) as aforesaid then the Company shall pay to the Applicant(s) compensation @ Rs. 5/- per sq. ft. of the super area per month for the period of such delay. The adjustment of compensation / charges shall be done at the time of conveyancing of the Said Apartment and not earlier. The said compensation / charges shall be distinct charge in addition to maintenance charges, and not related to any other charges as provided in this Application and the Agreement.

13. The Applicant(s) upon completion of the Said Building agrees to enter into a maintenance agreement with any association / body /condominium of apartment owners or any other nominee / agency / association(s) or other body as may be appointed / nominated by the Company from time to time for the maintenance and upkeep of the Said Complex/Said Building and the Applicant(s) undertakes to pay the maintenance bills as raised by the Maintenance Agency from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective whether the Applicant(s) is in occupation of the Said Apartment or not. In order to secure due performance of the Applicant(s) in paying promptly the maintenance bills and other charges raised by the Maintenance Agency, the Applicant(s) agrees to deposit, as per the Payment Plan and to always keep deposited with the Company or the Maintenance Agency, nominated by the Company , as Interest Bearing Maintenance Security (IBMS) at the rate of Rs. 33/- per sq. ft. of the super area of the Said Apartment carrying a simple yearly interest as per the applicable rates on fixed deposits accepted by State Bank of India at the close of each financial year on 31st March. In case of failure of the Applicant(s) to pay the maintenance bill, other charges on or before the due date, the Applicant(s) in addition to permitting the Company / Maintenance Agency to deny him /her the maintenance services, also authorises the Company

to adjust in the first instance, the interest accrued on the IBMS against such defaults in the payments of maintenance bills and incase such accrued interest falls short of the amount of the default, the Applicant(s) further authorises the Company to adjust the principal amount of the IBMS against such defaults. If due to such adjustments in the principal amount, the IBMS falls below the agreed sum of Rs. 33/- per Sq. Ft. of the super area of the Said Apartment, then the Applicant(s) hereby undertakes to make good the resultant shortfall within 15 days of demand for the same by the Company. Further, the Company reserves the right to increase the IBMS from time to time in keeping with the increase in the cost of maintenance services and the Applicant(s) agrees to pay such increases within fifteen days of such demand by the Company. If the Applicant(s) fails to pay such increase in the IBMS or to make good the shortfall as aforeosaid on or before its due date, then the Applicant(s) authorises the Company to treat the allotment as cancelled without any notice to the Applicant(s) and to recover the shortfall from the sale proceeds of the Said Apartment and to refund to the Applicant(s) only the balance of the money realised from such sale after deducting therefrom the entire earnest money, interest on delayed payments, any interest paid, due or payable and all other dues as set out in the Payment Plan. It is understood by the Applicant(s) that this condition relating to IBMS as stipulated in this clause shall survive the conveyance of title in favour of the Applicant(s) and the Company shall have first charge / lien on the Said Apartment in respect of any such non - payment of shortfall / increases as the case may be.

The Company shall, if already paid by the Applicant(s) to the Company may, at its sole discretion, refund to the Applicant(s) in full and final settlement of the IBMS, after adjusting therefrom any outstanding maintenance bills and / or other outgoings of the Applicant(s) at any time including upon execution of the conveyance deed and thereupon the Company shall stand completely absolved / discharged and all clauses dealing / concerning the IBMS of this Application, Agreement and the conveyance deed as far as they are applicable to the Company shall cease to be valid and effective. In the alternative, the Applicant(s) hereby authorises the Company to transfer to the Maintenance Agency the IBMS of the Applicant(s), after adjusting therefrom any outstanding maintenance bills and / or other outgoings of the Applicant(s) at any time including upon execution of the conveyance deed and thereupon the Company shall stand completely absolved / discharged of all its obligations and responsibilities concerning the IBMS and all clauses dealing / concerning the IBMS of this Application, Agreement and the Conveyance Deed as far as they are applicable to the Company shall cease to be valid and effective. It is hereby specifically agreed by the Applicant(s) that such transfer of IBMS shall not be linked in any manner whatsoever to the implementation of the Kerala Apartment Ownership Act, 1983 if and when so made applicable. Further the Applicant(s) agrees that the Maintenance Agency / association of apartment owners, upon transfer of the IBMS or in case fresh IBMS is sought from the Applicant(s) as stipulated hereinabove, shall have the sole right to modify / revise all or any of the terms of the IBMS, maintenance agreement, including but not limited to the amount / rate of IBMS, etc.

13(a) All bed rooms, living/dinning rooms and kitchen of all apartments in the said complex are proposed to be provided with variable refrigerant volume (VRV) air conditioning systems with hi-wall indoor units. The inside condition shall be tentatively maintained under standard parameters at 23.3 degree centigrade (+/- 1degree centigrade) in all above mentioned rooms except kitchen, where it shall be maintained at 26 degree centigrade (+/- 1 degree centigrade). All entrances/ lobby at ground floor level shall also be air-conditioned.

The Applicant(s) undertakes to pay at a rate to be determined by the Company / association of apartment owners / Maintenance Agency for the Maintenance VRV .

14. The Applicant(s) shall pay, as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of sale deed of the Said Apartment in favour of the Applicant(s) which shall be executed and got registered after receipt of the Total Price, other dues, including payment of Club Charges, floor rise charges, IBMS payable to the Company or the Maintenance Agency, as the case may be and the such charges and expenses as may be payable or demanded from the Applicant(s) in respect of the Said Apartment and parking space(s) allotted to him/her. In case the Applicant(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Company shall be free to appropriate the part of Total Price paid by the Applicant(s) towards the said charges and expenses and the Applicant(s) shall forthwith deposit the shortfall in the Total Price so caused together with interest for the period of delay in depositing the Total Price so appropriated according to Payment Plan at the rate and in the manner mentioned in Clause (15) hereof. The Applicant(s) undertakes to execute the sale deed within sixty (60) days from the date of Company intimating in writing the receipt of the certificate for use and occupation of the Said Building from the competent authority failing which the Applicant(s) authorises the Company to cancel the allotment and forfeit the earnest money, delayed payment interest, etc. and refund the balance price paid by the Applicant(s) without any interest upon realisation of money from resale / re-allotment to any other party.

15. It shall be incumbent on the Applicant(s) to comply with the terms of payment and/or other terms and conditions of the Agreement failing which he/she shall forfeit to the Company the entire amount of earnest money, interest on delayed payment, etc. and the allotment / Agreement shall stand cancelled and the Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Apartment and the parking space(s) allotted. The Company shall thereafter be free to resell and/or deal with the Said Apartment in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the earnest money, processing fee, interest on delayed payment etc. would be refunded to the Applicant(s) by the Company only after realising such amounts to be refunded on resale but without any interest or compensation of whatsoever nature. The Company shall have the first lien and charge on the Said Apartment for all its dues payable by the Applicant(s) to the Company.

Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant(s) in not making payments as per the Payment Plan but on the condition that the Applicant(s) shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @ 15% per annum and for all periods exceeding first ninety (90) days after the due date @ 18% per annum.

16. The Company may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Applicant(s) to get the name of his/her nominee substituted in his/her place subject to such terms and 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 nominations. It is specifically made clear to the Applicant(s) that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination / transfer/ assignment of the Said Apartment. However, in the event of any imposition of such executive instructions at any time after the date of this Application to restrict nomination / transfer/ assignment of the Said Apartment by any authority, the Company will have to comply with the same and the Applicant(s) has specifically noted the same.

17. The Applicant(s) hereby authorises and permits the Company to raise finance/loan from any financial institution / bank by way of mortgage / charge / securitization of receivables of the Said Apartment subject to the Said Apartment 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 Apartment for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction of the Said Building /Said Complex. In case of the Applicant(s) who have opted for long term payment plan arrangement with any financial institutions / banks, the conveyance of the Said Apartment in favour of the Applicant(s) shall be executed only upon the Company receiving no objection certificate from such financial institutions/banks.

18. The Applicant(s) shall pay to the Company from time to time and at all times, the amounts which the Applicant(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of allotment and sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s).

19. It is abundantly made clear that in respect of all remittances, acquisition / transfer of the Said Apartment it shall be the sole responsibility of non-resident/foreign national of Indian origin /foreign nationals/foreign companies to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application or Agreement. Any refund, transfer of security if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Applicant(s) understands and agree that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Applicant(s) shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.

20. The Applicant(s) shall inform the Company in writing any change in the mailing address mentioned in this Application failing which all demands, notices etc. by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant(s). In case of joint allottees, all communication shall be sent to the first named allottee in this Application.

21. The provisional and/or final allotment of the Said Apartment is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.

22. It is specifically agreed and understood by the Applicant(s) that this proposal / Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the apartments in the Said Complex to anybody or altogether decide to put at abeyance the project itself, for which the Applicant(s) shall not have a right to raise any dispute / claim any right/title/interest on the acceptance of this proposal and receipt of the initial token money being received by the Company with this proposal from the Applicant(s).

23. It is specifically understood by the Applicant(s) that upon execution, the terms and conditions as set out in the Agreement shall supercede the terms and conditions as set out in this Application.

24. For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes the feminine gender.

25. The Company reserves the right to transfer ownership of the Said Complex in whole or in parts to any other entity such as Partnership Firm, Body Corporate (s) whether incorporated or not, Association or Agency by way of sale / disposal / or any other arrangement as may be decided by the Company in its sole discretion without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) agrees that he/she shall not have a right to raise any objection in this regard.

26. All or any disputes arising out or touching upon or in relation to the terms of this Application and/or the Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant(s) and the Company shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Ernakulam by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Applicant(s) hereby confirms that he/she shall have no objection to this appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Company or is otherwise connected to the Company and the Applicant(s) confirms that notwithstanding such relationship/connection, the Applicant(s) shall have no doubts as to the independence or impartiality of the said Arbitrator. The courts at Ernakulam alone and the Kerala High Court at Ernakulam alone shall have the jurisdiction.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are more comprehensively set out in the Agreement which shall supercede the terms and conditions set out in this Application. I/We are fully conscious that it is not incumbent on the part of the Company to send us reminders/notices in respect of our obligations as set out in this Application and/or Agreement and I/We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this Application and/or Agreement. I/We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Company, I have now signed this Application and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the Company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this Application, I/We shall be left with no right, title, interest or lien on the Said Apartment applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Definitions and Interpretation

In this Application form (including the terms and conditions set out in this Application), the following terms, when capitalized, shall have the meanings assigned herein. When not capitalized, such words shall be attributed their ordinary meaning.

“**Agreement**” shall mean the Apartment Buyer’s Agreement which will be executed as per the terms and conditions contained in this Application form.

“**Applicant**” shall mean the applicant whose particulars are set out in this Application .

“**Application**” shall mean this application form for request for provisional allotment of the Said Apartment.

“**Company**” shall have the meaning set out in the Application.

“**Maintenance Agency**” means association of apartment allottees or such other agency/ body/ company/ association of condominium to whom the maintenance of the complex/building shall be handed over by the Company.

“**Payment Plan**” means the plan as per which the Applicant will pay the Total Price of the Said Apartment to the Company details of which will be contained in the Agreement.

“**Said Apartment**” means the apartment applied for, details of which have been set out in the Application.

“**Said Building**” means the building in the Said Complex in which the Said Apartment will be located.

“**Said Complex**” shall mean the residential apartment complex DLF RIVERSIDE in Poonithura Village, Kanayannur Taluk in which the Said Apartment and the Said Building will be located.

“**Taxes**” shall mean the meaning ascribed to it in note (i) of the Application.

“**Total Price**” means sale price of unit as indicated in price list and includes the cost of providing electric wiring, fire detection and fire fighting equipment in the common areas as prescribed in the Fire Fighting Code/Regulations under National Building Code 1983, amendment No. 3 of January, 1997;but does not include other amounts, charges, security amount etc., payable as per the terms of the Agreement, including but not limited to Taxes, increase in all types of securities including Interest Bearing Maintenance Security; Club charges; any additional floor rise charges; maintenance charges; property taxes; additional preferential location charges; increase in price due to increase in super area of the said Apartment; stamp duty, registration and any incidental charges and any other charges payable as stated in this Agreement.

For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes the feminine gender.

Date:

Place:

SIGNATURE OF THE APPLICANT(S)

SPECIFICATION

Structure designed for the highest seismic consideration for Zone IV, against Zone III as stipulated by the code, for better safety.

Air Conditioned apartment with VRV systems, hot water supply in toilets and kitchen through Geysers.

Living / Dining /

Lobby / Passage

Doors

Floor	Imported Marble	Internal Doors	Polished Teak wood / Painted Hardwood Frame with Stained / Painted Moulded Skin Door / Flush Shutters
Walls	Acrylic emulsion paint on POP punning	External Doors	Veneered and polished flush on shutter / Moulded Skin Door.
Ceiling	Oil bound distemper		

Windows

Powder coated Aluminium Glazings, provisions for mosquito mesh panel in windows only (except in toilets)

Bedrooms

Electrical

Floor	Imported Laminated wooding flooring / vitrified tiles.		“Moduler switches and copper wiring. Power Back-up as mentioned below : Modular switches of MK / North West or equivalent make.
Walls	Acrylic emulsion paint on POP punning		Power Backup as mentioned below
Ceiling	Oil bound distemper		Apartment Type Power Backup (not exceeding per Apt) Ranging from 10KV to 18KV depending upon area of apartment .

DG capacity at 0.80 Load Factor and suitable diversity of 70%

Kitchen

Walls	Vitrified Tiles upto 2'-0" above counter and acrylic emulsion in the balance area
Floor	Marble (udaipur green)
Counter	Marble / Granite

Fitting / Fixtures	CP fitting, Double bowl SS Sink, Exhaust fan.
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Security System

Video phone Access Control CCTV for covered Parking area and Entrance lobby at Ground floor. Boom barrier at entry / exit of the complex.

Ceiling	Oil Bound Distemper
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Plumbing

Copper piping for water supply inside the toilets and kitchen

Balcony

Floor /	Combination of one or more of Anti Skid Vitrified Tiles / Indian Marble / Imported Marble / Stone.
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Sanitary ware / CP Sitting

Kohler or equivalent/ Parryware Neycer / Cera / Hindustan or equivalent brands for the sanitary ware and Jaguar, Gem or equivalent brand for CP fittings.

Ceiling	Exterior paint
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Lift Lobby**Toilets**

Floor

Combination of one or more of Indian Marble / Granite / Terrazo / Vitrified Tiles.

Walls	Combination of one or more of Vitrified Tiles / Ceramic Tiles / Marble / Stone / Mirror / Acrylic emulsion
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Walls

Combination of one or more of Marble / Granite / Stone-cladding / Acrylic Emulsion / wall covering.

Floor	Combination of one or more of Vitrified Tiles / Ceramic Tiles / Marble / Stone. (Marble in bathing area).
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Counter	Marble / Granite	<u>Club Facility</u>	Air-conditioned Club with
Fitting / Fixtures	Shower Enclosure in Master Bed Toilet, Single Lever CP fittings, Wall hung WC, Exhaust Fan, Conventional LCP fittings and WC in servant's toilet		Multipurpose Room/Guest Rooms / Restaurant. Health facility like steam / sauna
			Well equipped gym, aerobic and yoga centre separate Kids Area, Billiard/card Room/TT Hall/Squash Court, Library, Gift shop, Swimming Pool with Change Rooms Separate Kid's Area
<u>Servant Room</u>			
Floor	Terrazo / Ceramic Tiles		
Walls	Oil Bound Distemper		
Change Rooms			
Ceiling	Oil bound distemper		

PRICE LIST

PRICES

Unit Price of Apartment (Rate)	As applicable
Parking (2 per apartment)	
Covered car park in podium and on stilt	Rs. 2 lacs (see note 2)
Semi covered at ground level	Rs. 1.25 lacs (see note 2)
Down Payment Rebate	9%
Preferential Location Charges	As applicable
Floor Rise Charges	As applicable
Interest Bearing Maintenance Security (IBMS)	Rs. 33/- per sq.ft

DOWN PAYMENT PLAN

On Application for Booking	15% of Sale Price
Within 30 days of Booking	80% of Sale Price
On receipt of Occupation Certificate	5% of Sale Price+IBMS+Stamp duty (see note 3 & 4)

TIME BOUND INTEREST - FREE INSTALLMENT-PAYMENT PLAN

On Booking	15% of Sale Price
Within 3 months of Booking	10% "
Within 6 months of Booking	10%"
Within 9 months of Booking	10%"
Within 12 months of Booking	10%"
Within 15 months of Booking	10%"
Within 18 months of Booking	10%"
Within 21 months of Booking	10%"
Within 24 months of Booking	10%"
On receipt of Occupation Certificate	5% of Sale Price+IBMS+Stamp duty (see note 3&4)

SALE PRICE OF UNIT (UNIT PRICE* SUPER AREA OF APARTMENT)
+PREFERENTIAL LOCATION CHARGES+FLOOR RISE
CHARGES+COST OF 2 OR MORE PARKING SLOTS)

OTHER MISCELLANIOUS PAYMENTS

Deposit for Electricity &Water	Rs. 1 lacs (see note 6)
Club membership	Rs. 1 lacs (see note 7)
One Time Building/Village Tax	Rs. 15/- per sq.ft of sealable area(see note. 8)
Luxury Tax	As applicable (see note. 9)
Workers Welfare Fund	1% of the Construction Cost (see note . 10)

Notes

1. The rebate for early payments shall be subject to change from time to time and is presently 9% per annum calculated on the net amount.
2. Two Car parking for Apartments is mandatory, as decided by the Company.
3. The yearly simple interest payable on IBMS shall be determined by the company as per the applicable rates on “one year” Fixed Deposits accepted by the State Bank of India at the close of each financial year on 31st March.
4. Stamp duty& Registration charges shall be payable along with the last installment as applicable.
5. The Company would pay penalty to its customers @Rs. 5 per sq.ft. per month for any delay in handing over the product beyond the committed period of thirty one months from the date of execution of the apartment buyer’s agreement. Similarly, the customer would be liable to pay charges @ Rs. 5/- per sq.ft per month if he/she fails to take possession within 30 days from the date of the Company offering the Possession.

6. An amount of Rs. 100,000/- (Rupees One Lakhs only) shall be paid as and when demanded by the company towards the deposit for the KSEB and KWA connections and for other incidental charges thereto.
7. An amount of Rs. 100,000/- (Rupees One Lakhs only) shall be payable towards Club membership on demand.
8. An amount of Rs. 15/- per sq.ft shall be payable towards One time Building/Village tax, as and when arising.
9. Luxury Tax of Rs.2000/- shall be payable for all flats which are above 2999 sq.ft as and when arising.
10. 1% of the construction cost shall be payable towards "Other Construction Workers Welfare Fund" to the Labour Department as per the "Other Construction Workers Welfare Fund Act" as and when arising .
11. Prices are w.e.f. 15th September 2007 and prices & payment plans indicated above are subject to revision from time to time at the sole discretion of the company.
12. Prices, terms and conditions stated herein are merely indicative with a view to acquaint the applicant and are not exhaustive.
13. For detailed terms and conditions please refer to the Application Form.