

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 Allotment Letter which upon execution shall supersede 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 has been 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 Allotment Letter and upon execution of the Allotment Letter 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, goods and services tax (GST), 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 accepted 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 Allotment Letter pertaining to allotment, possession,

cancellation etc. shall apply mutatis 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 Allotment Letter 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 Allotment Letter and also in the event of failure by the Applicant(s) to sign and return to the Company the Allotment Letter 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 Allotment Letter.

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 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) 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 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 as may be approved by the competent authorities, 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 super area 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) revokes the 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 hand over possession of the Said Apartment within a period of 30 days (thirty days) from the date of 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. 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. 10/- per sq. ft. of the super area per month for the entire period of such delay. If the Company fails to hand over possession of the Said Apartment within 30 days (thirty days) as aforesaid then the Company shall pay to the Applicant(s) compensation @ Rs. 10/- per sq. ft. of the super area per month for the period of such delay. The adjustment of compensation / charges shall be adjusted at the time of issuing the final demand. 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 Allotment Letter

13(a). The Applicant(s) upon the offer of handing over possession of the Said Apartment agrees to enter into a maintenance agreement with Riverside Condominium Owner's Welfare Association (Association), 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 Association from the date of the offer of possession by the Company, 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 Association, the Applicant(s) agrees to deposit, as per the Payment Plan and to always keep deposited with the Association, 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 Association to deny him /her the maintenance services, also authorises the Association to adjust in the first instance, the interest accrued on the IBMS against such defaults in the payments of maintenance bills and in case such accrued interest falls short of the amount of the default, the Applicant(s) further authorises the Association 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 Association. Further, the Association may 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 Association. If the Applicant(s) fails to pay such increase in the IBMS or to make good the shortfall as aforesaid on or before its due date, then the Applicant(s) authorises the Association 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. 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 Association shall have first charge / lien on the Said Apartment in respect of any such non – payment of shortfall / increases as the case may be.

13(b) All bed rooms, living/dining 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 (+/- 1 degree 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 Association for the Maintenance of 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 accepted and got registered after receipt of the Total Price, other dues, including payment of Club Charges, , IBMS payable to the Association, 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 accept the sale deed within sixty (60) days from the date of Company intimating in writing its readiness to execute the same, 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 Allotment Letter failing which he/she shall forfeit to the Company the entire amount of earnest money, interest on delayed payment, etc. and the allotment / Allotment Letter 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 at 10% per annum for the period for delay..

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 any loan granted. 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 accepted 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 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 Allotment Letter. Any refund, transfer of security if provided in terms of the Allotment Letter 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 Allotment Letter shall supersede 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 Allotment Letter 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 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 Allotment Letter which shall supersede 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 Allotment Letter 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 Allotment Letter. 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.

“Allotment Letter” shall mean the Apartment Buyer’s Allotment Letter which will be accepted 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 Allotment Letter.

“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.

“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 Allotment Letter, including but not limited to Taxes, increase in all types of securities including Interest Bearing Maintenance Security; Club 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 Allotment Letter.

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)