

APPLICATION FORM

Application Form No.: DEPL/PUNE/ _____

Customer ID: _____

Dear Sir/Madam,

I/We request that I/we may be allotted a Flat in "Riverdale Heights" (hereinafter referred to as "the Project") to be developed by Duville Estates Pvt. Ltd. (hereinafter referred to as DEPL) on a plot of land bearing Survey No.17/1 situated at Kharadi, Taluka Haveli, District Pune.

1. DETAILS OF THE FIRST APPLICANT

Mr./Mrs./Ms/M/s. _____

Son/Wife/Daughter of _____

Guardian's Name (If Applicant is a Minor) _____

Relationship of the Guardian with the Minor: _____

Nationality: _____ Date of Birth (dd/mm/yy): _____

PAN No. _____ (Self-certified photocopy attached)

Occupation: Private Service () Government Service Professional () Business () Housewife ()

Any Other: _____ Designation: _____

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin/Others (please specify) _____

Permanent Address: _____

Mailing Address: _____

Office Name & Address: _____

Contact No.: Office: _____ Residence: _____ Mobile: _____

Fax: _____ E-Mail: _____

Passport No.(For Non-Resident/Foreign National of Indian Origin): _____

(Photocopies of self-certified PAN Card or Passport or Voters Card to be submitted along with the Application. If Applicant is a Minor proof of age required to be submitted along with all the details/documentary evidence of the Guardian).Power of Attorney Holder's name (if required)

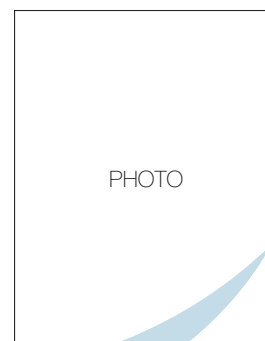
POA/GPA Holder's Details:

Full Name: _____

Address: _____

Contact Details: i) E-mail Address _____ ii) Telephone Numbers _____

(NOTE: If the registration is to be done through a POA holder, the POA will have to be registered.)



2. DETAILS OF THE SECOND APPLICANT

Mr./Mrs./Ms/M/s. _____

Son/Wife/Daughter of _____

Guardian's Name (If Applicant is a Minor) _____

Relationship of the Guardian with the Minor: _____

Nationality: _____ Date of Birth (dd/mm/yy): _____

PAN No. _____ (Self-certified photocopy attached)

Occupation: Private Service () Government Service Professional () Business () Housewife ()

Any Other: _____ Designation: _____

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin/Others (please specify) _____

Permanent Address: _____

Mailing Address: _____

Office Name & Address: _____

Contact No.: Office: _____ Residence: _____ Mobile: _____

Fax: _____ E-Mail: _____

Passport No. (For Non-Resident/Foreign National of Indian Origin): _____

(Photocopies of self-certified PAN Card or Passport or Voters Card to be submitted along with the Application. If Applicant is a Minor proof of age required to be submitted along with all the details/documentary evidence of the Guardian). Power of Attorney Holder's name (if required)

POA/GPA Holder's Details:

Full Name: _____

Address: _____

Contact Details: i) E-mail Address _____ ii) Telephone Numbers _____

3. DETAILS OF THE THIRD APPLICANT

Mr./Mrs./Ms/M/s. _____

Son/Wife/Daughter of _____

Guardian's Name (If Applicant is a Minor) _____

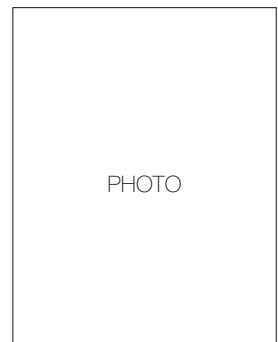
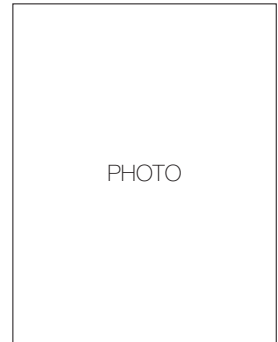
Relationship of the Guardian with the Minor: _____

Nationality: _____ Date of Birth (dd/mm/yy): _____

PAN No. _____ (Self-certified photocopy attached)

Occupation: Private Service () Government Service Professional () Business () Housewife ()

Any Other: _____ Designation: _____



Residential Status: Resident/Non-Resident/Foreign National of Indian Origin/Others (please specify) _____

Permanent Address: _____

Mailing Address: _____

Office Name & Address: _____

Contact No.: Office: _____ Residence: _____ Mobile: _____

Fax: _____ E-Mail: _____

Passport No. (For Non-Resident/Foreign National of Indian Origin): _____

(Photocopies of self-certified PAN Card or Passport or Voters Card to be submitted along with the Application. If Applicant is a Minor proof of age required to be submitted along with all the details/documentary evidence of the Guardian). Power of Attorney Holder's name (if required)

POA/GPA Holder's Details:

Full Name: _____

Address: _____

Contact Details: i) E-mail Address _____ ii) Telephone Numbers _____

4. DETAILS OF FLAT:

(i) Flat No.: _____ (ii) Tower: _____ (iii) Floor: _____ (iv) Carpet Area: _____ sq.ft.

(Approx.) Plus garden area _____ sq.ft. (Approx.) (v) Consideration Amount: Rs. _____

5. DETAILS OF PARKING: No.

(l) Covered Parking/Open Parking ()

6. PAYMENT PLAN OPTED:

A. Down Payment Plan () B. Construction Linked Plan () C. Deviation (if any) - Yes/No.

7. FINANCE FROM BANK/FINANCIAL INSTITUTION: Yes () No ()

If yes, preferred financial institution _____

8. ADDITIONAL INFORMATION FOR NRI/Foreign National of Indian Origin

A) Name of Bank: _____ NRE Account No. _____

Name of Bank: _____ NRO Account No. _____

Name of Bank: _____ FCNR Account No. _____

B) For the purpose of remitting funds from abroad by the intending Applicant/Allottee, the following particulars of the beneficiary have to be provided:

(a) Beneficiary's Name: _____ (b) Beneficiary's A/C No. _____

(c) Bank Name: _____ (d) Branch Name: _____

(e) Bank Address: _____ (f) Swift Code: _____

9. How did you come to know about "Riverdale _____"?

Newspaper/Hoarding/TV Ad/Internet Ad/Internet Portals/Corporate Offer/Emailer (please specify): _____

Broker/Channel Partner (please specify): _____

Referred by Bank/HFI (please specify): _____

Website/Facebook Page/iPad Application (please specify): _____

10. Mode of Payment:

i) Cheque/Draft/P.O. () ii) Electronic Money Transfer ()

11. Purpose of Purchase:

i) Investment () ii) Self-Use ()

12. Mode of Booking: Direct/Broker (if Broker, Name & Address with Sign & Stamp)

a. _____

b. _____

All the above information provided by me/us is true to the best of my/our knowledge and belief and nothing has been concealed or suppressed.

I/We undertake to inform you of any changes to the above information and particulars furnished by me/us.

I/We have fully read and understood the "Terms and Conditions" contained in Annexure-I annexed hereto and do hereby solemnly agree to abide by them as also others including Area, Price and Payment terms as set out in Annexure-1 annexed hereto.

I/We understand that this application is only an offer of the Applicant for allotment by sale of the Flat and does not create any right, title and interest whatsoever of the Applicant(s) in the said Flat or against the DEPL.

I/We understand the project and the area/plot/amenities/facilities as shown in the marketing brochure.

I/We have sought detailed explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the DEPL, I/We have signed this Application Form and tendered the cheque for the amount payable thereof fully conscious of my/our liabilities and obligations.

I/We am/are fully conscious that it is not incumbent on the part of the DEPL to send me/us reminders/notices in respect of our obligations as set out in this Application.

I/We agree to sign and execute the necessary documents as and when desired by the DEPL and within the stipulated time period and bear and pay the stamp duty, registration charges and all other charges incidental thereto.

I/We hereby enclose a Cheque/Demand Draft No. _____ dated _____
in favour of _____ Collection Account _____ drawn on _____
Bank, Branch _____ for an amount of Rs. _____/- (Rupees _____
_____ only) as and by way of necessary booking amount.

Signature

(First/Sole Applicant)

(Second Applicant)

(Third Applicant)

TERMS & CONDITIONS:

1. This application is only a request of the applicant(s) for the allotment of the Flat and does not create any claim, right, title or interest, whatsoever or howsoever of the applicant in the said Flat.
2. DEPL reserves the right to either allot or refuse to allot the unit requested by the Applicant(s) and is subject, inter alia, to availability of such unit. In the event of non-acceptance of the application by the DEPL for any reason whatsoever, the only liability of the DEPL would be to refund to the 1st Applicant, the amount paid along with this application within 30 days of the realisation of the booking amount. Under no circumstances the DEPL will be liable to pay any other or further amount, whether by way of costs/damage/interest etc, or otherwise.
3. This application will be processed by 'DEPL' only after the realisation of the booking amount mentioned above in the payment details. The stamp duty, registration fees and other miscellaneous expenses payable for the agreements, as applicable from time to time, shall be borne by the Applicant(s).
4. Applicable bank charges will be levied for outstation cheques. This booking will automatically stand cancelled if the payment made under this cheque is returned unpaid.
5. Applicant(s) should sign at the bottom of all the pages of the application form. By signing the form, the Applicant(s) affirm that they have read and understood the terms and conditions of this application. Applicant(s) agree that the allotment of the 'Unit', if made, shall be made by issuance of an 'Allotment Letter' by 'DEPL' only upon realisation of the Cheque/Demand Draft/Pay Order issued by me/us in favor of "Duville Estates Pvt. Ltd. Esc A/C" towards the booking amount. HOWEVER, the 'Unit' shall become definitive, only after execution of 'Agreement to Sale' of a standard format, prepared by 'DEPL' as per the prevailing laws, in my/our favour.
6. Applicant(s) have inspected the location of the said 'Project', have also read and understood the details and specifications of the 'Project' contained in the Brochures/Flyers/Advertising Material/Promotional Material provided by 'DEPL' and upon being satisfied that 'DEPL' is entitled to construct/develop the said 'Project' and sell 'Unit(s)' comprised in the said 'Project' to and in favor of me/us being the Applicant(s) herein and to also receive/collect/accept money towards the total Sale Price, in respect of the said respective 'Unit' thereof.
7. In the event the application is withdrawn before its acceptance and/or issuance of the Allotment Letter, the DEPL shall be entitled to forfeit/deduct Rs. 50,000/- from the amounts paid till such date towards part consideration for the subject flat.
8. Earnest Money will mean 20% of the total Sale consideration, which shall include 10% as the booking amount and the balance amount to be paid prior to issuance of the Allotment Letter.
9. After the application is scrutinized and found in order, and upon the DEPL deciding to allot the Flat in favour of the Applicant(s) the DEPL will send the Applicant(s) the intimation thereof to pay the balance amount of the earnest money. Upon receipt of the entire earnest money the DEPL shall issue the Allotment Letter thereby allotting the said Flat to the Applicant(s)/Allottee and calling upon the Applicant(s)/Allottee to execute the necessary agreement(s) and all further documents for allotment of the Flat within 30 days from the date of such Allotment Letter or such extended date as may be decided by the DEPL. If the Applicant(s)/Allottee fails to sign, execute and register the said agreement(s) of the allotted Flat within the stipulated time period, the DEPL shall be fully entitled after giving sufficient notice to the Applicant(s)/Allottee, to cancel the Allotment/Booking and forfeit the earnest money.
10. All over-due payments shall attract interest at 18% per annum from the date they fall due till the date of receipt of payment. If any of the cheques of the Applicant(s) is dishonoured for any reason whatsoever, the DEPL shall be fully entitled to cancel the application/Allotment, forfeit the money paid and recover the charges levied for dishonouring of the cheque(s).
11. The Applicant(s) shall not be entitled to transfer/assign his interest in the Flat in favour of any third party till the Applicant pays the entire consideration due and payable in respect of the Flat and till the DEPL hands over possession of the Flat to the Applicant. However, the DEPL reserves the right to allow such transfer at its sole discretion on such terms and conditions including payment of Transfer Charges as may be decided by the DEPL from time to time.
12. Request from the Applicant(s) for shifting from one unit to another unit either in the same or another project will be approved by 'DEPL' at its sole discretion, on such terms and conditions as may be decided by DEPL from time to time.
13. The Applicant(s) agree that all elevations, colours, combinations, tiles, tile combinations and/or any other

features, affecting the aesthetics of the Project, as shown in the marketing brochures, mock-up units, etc. are only indicative and based on changes in the plans of the proposed Project made by the Architects or by 'DEPL' as the 'DEPL/Promoter/Builder'. 'DEPL' reserves the right to make any such changes and/or alterations thereof, wherein no claim, monetary or otherwise, will be raised by me/us against 'DEPL'.

14. The Applicant(s) agree that in addition to the Lump Sum Sale Price/Consideration agreed herein, I/we agree to bear and pay the amounts, deposits, charges and expenses etc., as may be applicable towards VAT, Service Tax, Local Body Tax, Stamp Duty, Registration Fee, Development Fund and/or any other charges payable to the Concerned Authority.
15. The Applicant(s) agree that in case 'DEPL' decides not to go ahead with the project for any reason whatsoever, such decision of 'DEPL' shall be final and binding and cannot be disputed. In such an event, 'DEPL' will refund the amount paid by the Applicant(s)/Allottee(s) without any interest or compensation within three (3) months or such other extended time from the date of decision of 'DEPL' not to execute the project.
16. 'DEPL' can vary the price of the unsold units at its sole discretion and the same will not be applicable to this Applicant(s).
17. 'DEPL' shall have the first lien on the said unit for all dues payable by the Applicant(s)/Allottee(s) to 'DEPL'.
18. It is the sole responsibility of the Applicant(s) to provide the updated information (if any) to 'DEPL' from time to time.
19. All correspondence exchanged between the Applicant(s) and 'DEPL', in several forms of communication channels including courier, registered post, and emails are considered as official forms of communication. Any such communication returned to 'DEPL' for whatever reason, is deemed as received by the Applicant(s) and the Applicant(s) agree(s) to abide by the content of such communication.
20. All communications shall be sent to the address of the First Applicant. The Second and the Third Applicant hereby irrevocably authorise the First Applicant to receive and acknowledge all communications and documents from the Promoters on their behalf. 'DEPL' shall continue to correspond with the Applicant at the address mentioned in the application unless the change of the address is given in writing and such changed address is acknowledged by 'DEPL'.
21. 'DEPL' has the right to conduct a Know Your Customer (KYC) verification of the Applicant(s) by an authorised employee based on the information provided in the application form.
22. 'DEPL' has no control on the developments that may take place whatsoever, in the adjoining properties or the locality of the project.
23. This application form is not transferable.
24. The Applicant(s) agree that only written and signed commitments by authorised personnel of 'DEPL', not below the rank of a General Manager, shall be valid.
25. The Applicant(s) assure that all spaces provided in this 'Booking Application Form' shall be appropriately filled and Applicant(s) further agree and understand that incomplete or incorrect application forms shall be subjected to rejection, at the sole discretion of 'DEPL'.
26. The Applicant(s) agree that all disputes relating to or arising out of this 'Application Form' are subject to the exclusive jurisdiction of the Courts comprised in the City of Pune only.
27. In pursuance of agreeing and accepting the terms and conditions hereof, I/we signify irrevocable acceptance of the same, as indicated hereunder.
28. The charges, taxes, government levies etc. are based on the current applicable rules/rates and may vary at the time of actual payment. Any upward revision thereto will be borne by the Applicant(s). VAT and service tax or other taxes as applicable from time to time is payable proportionately along with every instalment. Service Tax and VAT are applicable on Other Charges as well.
29. The Applicant(s) clearly and unequivocally confirm(s) that in case remittances related to allotment/purchase of the Flat are made by Non-Resident(s)/Foreign National(s) of Indian origin, it shall be the sole responsibility of the Applicant(s) to comply with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the DEPL with such permissions, approvals, etc., which would enable the DEPL to fulfill its obligations under the Allotment Letter or the definitive documents. Any implications arising out of any

default by the Applicant(s), shall be the sole responsibility of the Applicant(s). The DEPL accepts no responsibility in this regard and the Applicant(s) shall keep the DEPL fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this application, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the DEPL immediately and comply with all the necessary formalities, if any, under the applicable laws.

30. The Project may be subject to certain changes for reason beyond the control of the DEPL. The marketing plans, brochures are a mere indication of the proposed project. The areas mentioned in the drawing are reasonable estimates however subject to changes. The DEPL reserves the right to change the design, elevation, specifications, amenities and facilities, plans etc. to meet the planning/regulatory requirement or due to aesthetic reasons or to achieve the common general requirements. The Applicant(s) hereby gives his/their irrevocable consent for the same.
31. The Applicant agrees that the DEPL shall have the right to raise construction finance/loan from any financial institution/bank and create a mortgage/charge in respect of the Project subject to the same being free from any encumbrance at the time of handing over the possession of the flats. The loans/finance obtained by the DEPL against the security of the Project shall be used only for the purposes of the Project.
32. The preferential location charges (PLC) are the charges levied in respect of certain types of flats owing to their description and location within the Project. The Applicant(s) agrees that in case he/she has opted for the flats of such description and location, he/she shall be liable to pay the PLC, computed on the basis of Area of such Flat applied by the Applicant, as part of the Sale Consideration.
33. Other charges as shown in the Annexure-1 annexed hereto are to be paid on notice of possession within 15 days of the DEPL giving written notice to the Applicant(s) intimating that the said Premises are ready for use and occupation
34. The Applicant(s) agrees to pay charges for clubhouse development, electricity charges, society formation, legal and advance for yearly maintenance and any other charges in addition to purchase price of the Flat as may be called upon by the DEPL.
35. The Applicant(s) agrees to abide by the DEPL's terms of allotment and sale and also agrees to sign the agreement(s) and all further documents as may be required to complete the transaction. The Applicant(s) undertakes to pay the stamp duty and registration charges, any incidental charges, administrative charges etc. on the relevant documents and to keep the DEPL indemnified in that regard.
36. The Allotment Letter, agreement(s) and all other documents and correspondence shall be done in the name of the Applicant(s) as mentioned in this Application Form.

Declaration

I/We the undersigned Applicant(s) (Sole/First and Second Applicant), do hereby declare that the above mentioned particulars/information given by me/us is irrevocable, true and correct to the best of my/our knowledge and belief and no material fact has been concealed there from. I/We have gone through the terms and conditions written in this application and accept the same and which shall ipso-facto be applicable to my/our legal heirs and successors. I/We declare that in case of non-allotment of the unit my/our claim shall be limited only to the extent of amount paid by me/us in relation to the application form.

[Sole/First Applicant]

[Second Applicant]

[Third Applicant]

Place: Pune

Dated: _____