WOODLAND HEIGHTS

APPLICATION FOR ALLOTMENT OF AN APARTMENT IN WOODLAND HEIGHTS, AT RAJAPURA VILLAGE, JIGANI HOBLI, ANEKAL TALUK, BANGALORE - 562106

DLF Homes Rajapura Private Limited
Akshaya Nagar, Begur,
Bangalore Urban - 560 068

Dear Sir (s),

The Applicant (hereinafter defined) understands that the Company (hereinafter defined) is developing the Said Complex (hereinafter defined).

The Applicant states and confirms that the Company has made the Applicant aware of the availability of the Agreement (hereinafter defined) on its Website and at the Company's office at DLF Project, Akshaya Nagar, Begur, Bangalore Urban – 560 068. The Applicant confirms that the Applicant has read and perused the Agreement, containing the detailed terms and conditions and in addition, the Applicant further confirms to have fully understood the terms and conditions of the Agreement (including the Company's limitations) and the Applicant is agreeable to perform his/her obligations as per the conditions stipulated in the Agreement. Thereafter, the Applicant has applied for allotment of an apartment in the Said Complex and has requested the Company to allot an apartment to the Applicant. The Applicant agrees and confirms to sign the Agreement in its entirety and to abide by the terms and conditions of the Agreement and the terms and conditions, as mentioned herein below.

The Applicant requests that the Applicant may be allotted an apartment and/or an exclusive right to use the Parking Space (hereinafter defined) in the Said Complex as per the Company's:
Down Payment Plan /Installment Payment Plan
The Applicant has read and understood the terms and conditions of allotment and is agreeable to the same.
The Applicant encloses herewith a cheque/bank draft/EFT bearing no dated, for Rs/-(Rupees
The Applicant agrees that if the Company allots the Said Apartment (hereinafter defined) in the Said Building(hereinafter defined), then the Applicant agrees to pay the Total Price (hereinafter defined) and all other amounts, Taxes and Cesses (hereinafter defined), charges and dues as per the price list/ payment plan attached herewith as Annexure-III , as opted by the Applicant and/ or as and when demanded by the Company or in accordance with the terms of this Application / Agreement that shall be executed by the Company and the Applicant.
The Applicant understands that by submitting this Application, the Applicant does not become entitled to the final allotment of the Said Apartment in the Said Building (hereinafter defined) in the Said Complex notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application. The Applicant further understands that, it is only after execution of the Agreement and the Applicant agreeing to abide by the terms and conditions laid down therein, the allotment of the Said Apartment shall become final. If the Applicant fails to execute and return the
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Agreement within thirty (30) days from the date of its dispatch by the Company, then the Company shall have the discretion to treat this Application as cancelled and on such cancellation the Earnest Money (hereinafter defined) alongwith the Non Refundable Amounts (hereinafter defined), paid by the Applicant, shall stand forfeited.

The Applicant is aware that the layout plan / building plans (**Annexure I & VI**) for the Said Complex in which the Said Apartment may be located are sanctioned by the Anekal Planning Authority vide No.APA/LAO/59/2011-12, dated 26/07/2012. Other statutory NOC's/sanctions required in respect of the Said Complex have been obtained from various authorities and the Applicant is satisfied about the same. Details of the various approvals/sanctions are as under:

- 1. NOC from Bangalore Electricity Supply Company Ltd., (BESCOM) dated 08/08/2012 vide Order No. CEBRAZ/SEO/AEE-2/F-18(C)/4103-05/12-13
- 2. NOC from Bharat Sanchar Nigam Ltd.,(BSNL) dated 07/07/2008 vide Order No. AGM(TP) S-6/II/2008-09/38
- 3. NOC from Karnataka State Pollution Control Board (KSPCB) dated 18/06/2012 vide Order No.PCB/110/CNP/09/H312
- 4. NOC from Karnataka Fire & Emergency Services (Fire Department) dated 07/03/2012 vide Order No. GBC(1)496/2011.
- 5. NOC for Water Supply from Hennagara Panchayath dated 21/01/2012 vide Order No.121/2011-12
- 6. Environment Clearance from Ministry of Environment Forest (MOEF) dated 03/05/2012 vide Order No.SEIAA:197:CON:2011
- 7. Height Clearance from Airports Authority of India (AAI) dated 13/01/2009 vide No.AAIBIA/ATM/NOC/308/2010& dated 06/02/2009 vide No.20012/1716/2008, dated 10/02/2009 vide No.AAI/20012/1724/2008.
- 8. Development Plan Approval from Anekal Planning Authority (APA) dated 02/02/2012 vide Order No.AYP/LAO/59/2011-2012.

The Company can at its sole discretion, revise and modify the project plans in respect of the Said Complex in general and the Said Building in particular including increase in number of floors as may be approved by the competent authority.

The Applicant understands that if for any reasons the Company is not in a position to finally allot the Said Apartment within a period of one (1) year from the date of this Application, the Company shall refund the entire amount paid by the Applicant with simple interest @ 6 % per annum calculated from the date of realization of the amounts by the Company. The Company shall refund the entire amount received and interest as stated above with the specific understanding and condition that after such cancellation and dispatch by the Company of such amounts, the Applicant shall, thereafter, have no right, interest, claim and lien of any nature whatsoever on the Said Apartment and in the Said Complex. The Application/Agreement shall then be treated as null and void and the Applicant has fully understood the same and thereafter agrees and authorizes the Company to refund the amount.

The Applicant acknowledges that the Applicant has obtained from the Company all the information including the details given in the annexures and clarifications as required by the Applicant and that the Applicant is fully satisfied with the same. The Applicant has relied on his own judgment, due diligence and investigation in deciding to apply for purchase of the Said Apartment and has not relied upon and is not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the

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(Sole/First Applicant)	(Second Applicant)	(Third Applicant)

Company/ its representatives, or any of its selling agents/brokers or otherwise including but not limited to, any representations relating to the description or physical condition of the Said Complex/ Said Apartment/Said Building. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self-contained and complete in itself in all respects.

Notwithstanding anything contained in this Application, the Applicant understands that the Application will be considered as valid and proper only on realization of the amount tendered with this Application.

The Applicant hereby agrees to abide by the terms and conditions of this Application including those relating to payment of Total Price and other deposits, government charges, rates, Taxes and Cesses (hereinafter defined), levies, etc. and forfeiture of Earnest Money and Non Refundable Amounts as laid down herein and/or in the Agreement.

The Applicant has read and understood all the terms and conditions set out in this Application, understood the mutual rights and obligations and agrees that some of the conditions set out in this Application, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Said Complex and it is because of this reason that the Applicant has approached the Company for investing in the Said Apartment/Said Complex. The Applicant also confirms that the Applicant has chosen to invest in the Said Apartment in the Said Complex after exploring all other options of similar properties available with other builders, developers and those available in resale in the vast and competitive market of Bangalore Region and the Applicant finds the Said Apartment/Said Complex to be suitable for the Applicant's residence and therefore has voluntarily approached the Company for allotment of the Said Apartment in the Said Complex.

The particulars of the Applicant are given below:

1. (i) SOLE OR FIRST APPLI	CANT
Mr./Mrs./Ms.	: Please affix your photograph
Son/Wife/Daughter of	: here
Nationality	
Age	: Years
Profession	$: \ \ \bigcup_{i=1}^{n} \ \bigcup_{i=1}^{n}$
Residential Status	: Resident / Non-Resident / Foreign National of Indian Origin :
Passport No.	:
Income Tax Permanent Accou	nt No:
Ward / Circle / Special range	and place where assessed to income tax:
Mailing Address (Document	:
proof required)	:
	:
Mobile No.	:
X(Sole/First Applicant)	X X X (Second Applicant) (Third Applicant)

Telephone No.	:
Fax No.	:
Office Name & Address	:
Telephone No.	:E-Mail ID:
Permanent Address	:
ii. JOINT OR SECOND	APPLICANT
Mr./Mrs./Ms.	:
	photograph
Son/Wife/Daughter of	: here
Nationality	: []]]]]]
Age	: LL Years
Profession	: []]]]]]]]]]]
Residential Status	: Resident / Non-Resident / Foreign National of Indian Origin
	:
Passport No.	:
_	count No:
	age and place where assessed to income tax :
Mailing Address	:
mannig naar ooo	:
Mobile No.	:
	·
Telephone No. Fax No.	:
Office Name & Address	:
Office Name & Address	:
Telephone No.	:E-Mail ID:
Permanent Address	:
Termanent radiess	•
X(Sole/First Applicant)	X X X X (Second Applicant) (Third Applicant)
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iii. THIRD APPLICANT		
Mr./Mrs./Ms.		Please affix your photograph
Son/Wife/Daughter of		here
Nationality :		
Age :	Years	
Profession		
Residential Status	Resident / Non-Resident / Foreign National of Indian Or	igin
Passport No.		
Income Tax Permanent Accoun	it No:	
Ward / Circle / Special range a	nd place where assessed to income tax :	
Mailing Address :		
Mobile No.		
Telephone No.		
Fax No.		
Office Name & Address		
Telephone No.	E-Mail ID:	
Permanent Address :		
	OR	
duly registered under the	a Indian Partnership Act 1932, through its duly au	_
PAN No.:		
	OR	
**	a Company registered und	ler the Companies
	ate identification no and having its re through it	ts duly authorised
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(Sole/First Applicant)		d Applicant)

oy E nen	Board resolution dated norandum & articles of asso	(copy ciation required).	of Board Resolu	tion along with a	certified copy of
PAN	No.:				
**D	elete whichever is not applic	cable)			
2.	PARTICULARS OF SAID	APARTMENT			
	Apartment no.:	Floor no.:	Block/Tow	er no. :	_
	Building:	Super Area:	sq.mtr. (sq.ft.appro	x.)
	Parking Space: Open/Stilt	t Parking No.:			
	DETAILS OF PRICING				
	Basic sale price (Super	r Area): @ Rs			/- per sq. mtr.
	(Rs Rs			/-per sq. ft apr	orox) aggregating
	Cost of the Parking Space				
	Preferential Location Ch (Rs			/ per sq.ft, app	orox) aggregating
	Rs/- (Ru	pees			only)
	a. Swimming Pool, Green	ns, Club House facing a	partment :	Rs	/-
	b. Corner apartment		:	Rs	/-
	c. Door Facing		:	Rs	/-
	Floor Rise Charges (FRO				
	(Rsaggregating Rs				
	Internal Infrastructure I				
	#Total Price payable for with/without*FRC:Rs	the Said Apartment	together with Pa	rking Space with	n/without * PLC
	Interest Bearing Mainter of the Super Area of the Sa		8): @ Rs.538/- per	r sq.mtr (Rs.50/- _l	per sq.ft. approx)
	(* Delete whichever is not a	applicable)			
	# Please read the definition form.	n of Total Price and the	terms and conditi	ons attached with	n this application
	Mode of Payment				
	Payment is to be made by "DLF Homes Rajapura Pv Transfer (EFT) applicable Company.	t. Ltd – Collection Acc	ount" payable at	Bangalore or via	Electronic Fund
(Sole/First Applicant)	X(Second Ap	 oplicant)	X(Third	Applicant)

5. DECLARATION

The Applicant does hereby declare that this Application is irrevocable and that the above particulars/information given by the Applicant is true and correct and nothing has been concealed there from.

Dat	e :		Yours faithfully
Plac	ce:	X	
		Signat	ure of First /Sole Applicant
		X	
			ure of Second Applicant
		X	
			ure of Third Applicant
	FO	R OFFICE USE ONLY	
REC	CEIVING OFFICER:		
	Name :		
	Signature :		
	Date :		
1.	ACCEPTED / REJECTED		
2.	PARTICULARS OF SAID APARTMEN	r	
	Apartment no.: Floor no.:	Block/Tower:	
	Building:Super Area	sq.mtrsq.:	ft.(approx.)
	Parking Space: Open/Stilt Parking No	:	
3.	DETAILS OF PRICING		
	Basic sale price (Super Area): @ Rs		/- per sq. mtr. (Rs /-per sq. ft approx) aggregating
	Rs/- (Rupe	es	only).
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((Sole/First Applicant)	Second Applicant)	(Third Applicant)

	ner sa ff		aggregating Rs	
(1/(s per sq.ft, upees			
a.	Swimming Pool, Greens, Club House facing apartmen	ıt :	Rs	/-
b.	Corner apartment	:	Rs	/-
c.	Door Facing	:	Rs	/-
	oor Rise Charges (FRC): @ Rs per sq mtr.(Rs.rsq.ft. approx) aggregating Rs/- (
Int	ernal Infrastructure Development Charges (IIDC): E	Rs.50,000	0/- (Rupees Fifty	y thousand_on
	otal Price payable for the Said Apartment together h/without*FRC:Rs/ (Rupees/		~ -	•
	erest Bearing Maintenance Security (IBMS):@Rs.5 Super Area of the Said Apartment.	38/- per	sq.mtr.(Rs.50/-	per sq.ft approx
(* I	Delete whichever is not applicable)			
PA	YMENT PLAN			
Do	wn Payment Plan 🔃 / Installment Payment Plan			
	yment received vide Cheque/DD/Pay Order No t of NRE/NRO/FC/SB/CUR/CA Acct		for Rs.	
	oking receint no dated			
	oking receipt no dated			
Во	oking: Direct/ Through Sales Organiser (BROKER)			
Во	-			
Bo Bro	oking: Direct/ Through Sales Organiser (BROKER) oker's Name, Address & Stamp with signature:			
Boo	oking: Direct/ Through Sales Organiser (BROKER) oker's Name, Address & Stamp with signature: eck-list for Receiving Officer:			
Boo Bro Ch	oking: Direct/ Through Sales Organiser (BROKER) oker's Name, Address & Stamp with signature: eck-list for Receiving Officer: Booking amount cheques/drafts.			
Boo Bro Ch (a)	oking: Direct/ Through Sales Organiser (BROKER) oker's Name, Address & Stamp with signature: eck-list for Receiving Officer: Booking amount cheques/drafts. Customer's signature on all pages of the application for			
Boo Bro Ch (a) (b)	oking: Direct/ Through Sales Organiser (BROKER) oker's Name, Address & Stamp with signature: eck-list for Receiving Officer: Booking amount cheques/drafts. Customer's signature on all pages of the application for PAN No. & Copy of PAN Card.	orm at pla	aces marked as "	XX".
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Boo Ch (a) (b) (c) (d)	oking: Direct/ Through Sales Organiser (BROKER) oker's Name, Address & Stamp with signature: eck-list for Receiving Officer: Booking amount cheques/drafts. Customer's signature on all pages of the application for PAN No. & Copy of PAN Card. For Companies: Memorandum & articles of associated	orm at pla ion and i any.	aces marked as " board resolution mittance from t	X". n in support of
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e:		Sign	ature of Sales Head
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Sole/First Applicant)	X(Second Appli	X	(Third Applicant)

(g) For Partnership Firm: Partnership deed and authorization to purchase and firm registration

certificate.

TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR ALLOTMENT OF AN APARTMENT IN WOODLAND HEIGHTS, AT RAJAPURA VILLAGE, JIGANI HOBLI, ANEKAL TALUK, BANGALORE - 562106

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

Definitions and Interpretation:

In this Application, the following words and expressions, when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning.

- "Act" means the Karnataka Apartment Ownership Act, 1972 and shall include the rules and/or all statutory amendments thereto.
- **"Additional FRC"** means the charges for additional floor rise of the Said Apartment chargeable on per sq.mtr/per sq. feet basis of the Super Area of the Said Apartment.
- **"Additional PLC"** means the charges payable in addition to the PLC for the Said Apartment being additionally preferentially located, calculated on per sq.mtr/per sq. feet basis of the Super Area of the Said Apartment.
- "Agreement" means the apartment buyer's agreement to be executed by the Applicant and the Company.
- "Applicant" means person (s) applying for allotment of the Said Apartment, whose particulars are set out in this Application and who has/have appended his/their signature(s) in acknowledgement of having agreed to the terms and conditions of this Application.
- **"Application"** means whole of this application form including all annexures, schedules, terms and conditions for allotment of the Said Apartment in the Said Complex.
- **"Company"** means **DLF Homes Rajapura Private Limited**, a company registered under the Companies Act, 1956, having its registered office at 1-E, Jhandewalan Extension, New Delhi 110055 and marketing office at DLF Project, Akshaya Nagar, Begur, Bangalore Urban 560 068 and includes its affiliates, sister concerns, subsidiary (ies), associate (s) and holding company.
- **External Development Charges (EDC)** means the external development charges levied/leviable by whatever name called or in whatever form with all such conditions imposed by the government and/or any other competent authority on the Said Building/Said Complex and includes any further increase in such charges.
- "Earnest Money" means the booking amount paid by the Applicant along with this Application.
- **"Floor Rise Charges (FRC)"** means the floor rise charges determined and leviable by the Company in respect of the apartment located on floors above the fourth floor (4th floor) in the Said Building calculated on per sq. mtr/per sq. ft. basis of the Super Area of the Said Apartment.
- "Foot Print" means the precise land underneath the Said Building.
- **"Force Majeure"** means any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which adversely affects a party's ability to perform obligations under this Agreement, which shall include but not be limited to:

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(Sole/First Applicant)	(Second Applicant)	(Third Applicant)

- (a) acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities;
- (b) explosions or accidents, air crashes and shipwrecks; acts of terrorism
- (c) strikes or lock outs, Industrial Dispute;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason what so ever;
- (e) war and hostilities of war, riots, bandh or civil commotion;
- (f) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or; if any competent Authority(ies) refuses, delays ,withholds. denies the grant of necessary approvals for the Said Apartment /Said Building/Said Complex/ Said Project 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 competent court; for any reason whatsoever or imposition of any adverse condition or obligation in any approvals from any governmental authority, including but not limited to delay in issuance of the Commencement Certificate, Intimation of Disapproval and/or any other Certificate as may be required;
- (g) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- (h) any event or circumstances analogous to the foregoing.

"Governmental Authority" or "Governmental Authorities" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/ local authority having jurisdiction over the land on which the Said Project /Said Complex/ Said Building is situated;

"Interest Bearing Maintenance Security (IBMS)" shall mean an amount to be paid by the Applicant(s) @ Rs.538/- per sq.mtr (Rs. 50/-per sq. ft. approx) of the Super Area of the Said Apartment, as security for the payment of the maintenance charges, payable as per the payment plan, to the Company/ Maintenance Agency which 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.

"Infrastructure Development Charges (IDC)" means the charges for infrastructure development, by whatever name called, levied or leviable, now or in future, by any Government Authority with a view to recover the cost of infrastructure development including but not limited to State/National Highways, transport, irrigation facilities, power & water facilities etc and/or any additional levies, fees, cesses, charges, etc.and includes any increase in such charges.

"Internal Infrastructure Development Charges (IIDC)" means the charges of Rs.50,000/- per apartment payable by the Applicant as and when demanded by the Company.

"Maintenance Agency" means the person (s) who shall carry out the maintenance and upkeep of the Said Complex and who shall be responsible for providing the maintenance services within the Said Complex/Said Building/Said Apartment, which can be the Company or association of apartment owners or such other agency/body/company to whom the Company may handover the maintenance of the Said Complex.

"Maintenance Charges" means the maintenance charges payable by the Allottee to the Maintenance Agency in advance or otherwise for a period and at a rate to be decided by the Maintenance Agency in

X	X	X
(Sole/First Applicant)	(Second Applicant)	(Third Applicant)
	Page 11 of 40	

accordance with the demand raised by the Maintenance Agency for the maintenance and upkeep of the Said Complex/Said Building including Common Areas and Facilities but does not include; (a) the charges for actual consumption of utilities in the Said Apartment including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis or such other periods as may be specified by the Maintenance Agency and (b) any statutory payments, taxes etc. with regard to the Said Apartment / Said Building/ Said Complex. The details of Maintenance Charges shall be more elaborately described in the Maintenance Agreement.

"Non Refundable Amounts" means interest paid or due on delayed payments, brokerage paid or payable by the Company and service tax on forfeitable amounts, if any, etc.

"Parking Space" means the exclusive right of the Allottee to use the parking space allotted to the Allottee for parking his vehicle.

"Preferential Location Charges (PLC)" means charges for the preferential location of the Said Apartment payable/ as applicable to be calculated on the per sq.mtr./per sq. ft. basis of the Super Area of the Said Apartment.

"Said Apartment" means the specific apartment applied for by the Applicant, in the Said Building, details of which have been set out in the Application and includes any alternative apartment, if allotted to the Applicant in lieu of the Said Apartment.

"Said Building" means the building in the Said Complex, as mentioned in this Application in which the Said Apartment will be located.

"Said Complex" means the complex to be developed on the Said Land, under the name and style of **"Woodland Heights"**, as per the building plans approved by the competent authority, comprising of six blocks of multistoried residential apartment buildings including club house/convenience shopping centre and other related facilities, etc., if any, developed on the Said Land.

"Said Land" shall mean the converted land admeasuring 13 Acres 20 Guntas bearing part of Survey numbers 62/1 (1 Acre 32 Guntas), 63/1 (4 Acres 2 Guntas), 66 (3 Acres 17 Guntas), 67 (2 Acres 10 Guntas), 232 (25 Guntas) and 233 (1 Acre 14 Guntas) and having Property No.260/2/2, situated at Rajapura Village, Jigani Hobli, Anekal Taluk, Bangalore, on which the Said Complex will be developed.

"Taxes and Cesses" shall mean tax payable by the Company and/or its contractors (including subcontractors), suppliers, consultants, etc. including but not limited to value added tax, state sales tax, central sales tax, works contract tax, service tax, one time building tax, luxury tax, Building and Other Construction Workers Welfare Fund Cess, Educational Cess or any other taxes, charges, levies, fees, etc. by whatever name called, in connection with the construction of the Said Apartment/Said Building/ Said Complex now or in future.

"Total Price" means the amount amongst others payable for the Said Apartment which includes basic sale price, PLC (if the Said Apartment is preferentially located), Additional PLC, FRC/Additional FRC, cost of Parking Space and IIDC but does not include other amounts, charges, security amount etc., which are payable as and when demanded by the Company in accordance with the terms of this Application / Agreement, including but not limited to -

- i) IBMS.
- ii) EDC/increased EDC, IDC/increased IDC, increase in IIDC, wealth tax, government rates, tax on land, fees or levies of all and any kinds by whatever name called on the Said Complex.
- iii) Maintenance Charges, property tax, municipal tax on the Said Apartment.

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(Sole/First Applicant)	(Second Applicant)	(Third Applicant)

- iii) Stamp duty, registration, legal and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc. which shall be borne and paid by the Applicant.
- iv) Taxes and Cesses.
- v) The cost for electric and water meter as well as charges for water and electricity connection and consumption.
- vi) Club membership fees and club charges, as applicable.
- vii) Cost of additional parking space, if any, allotted to the Applicant.
- viii) Power back-up charges, if applicable;
- ix) Escalation Charges
- x) Any other charges that may be payable by the Applicant as per the other terms of the Application and such other charges as may be demanded by the Company.
- xi) Charges/deposits/costs for creating HT feeder for tapping electricity from state electricity board's source upto receiving point of said complex including transformer and associated switchgear.
- xii) Charges/deposits/costs of providing sewer, storm water and water connection to the said complex from the main line serving the said complex.

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 feminine gender and vice versa.

- 1. The Applicant has applied for allotment of the Said Apartment and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development/construction of the Said Apartment/ Said Building/ Said Complex and has also satisfied himself about the arrangements/title/interest/rights of the Company in the land on which the Said Apartment/ Said Building/ Said Complex is being developed/constructed and has understood all limitations or obligations of the Company in respect thereof. The Applicant confirms that no further investigation in this regard is required by the Applicant. The Applicant confirms that this Application is irrevocable and cannot be withdrawn.
- 2. The Applicant shall pay the Total Price of the Said Apartment in accordance with the payment plan opted by the Applicant, attached herewith and marked as **Annexure-III** and in addition the Applicant shall also be liable to pay all other amounts, charges and dues mentioned in this Application and/or the Agreement in accordance with the demand raised by the Company from time to time. The Applicant agrees and understands that the Total Price of the Said Apartment and other charges are calculated on the basis of the Super Area of the Said Apartment which is tentative and any increase or decrease thereof shall be payable or refundable at the rate mentioned in this Application. It is further understood by the Applicant that the definition of Apartment Area and Super Area is more clearly set out in **Annexure-II**.
- 3. Subject to the other terms and conditions of this Application/Agreement, on and after the payment of the Total Price and other charges and dues as per the Application/ Agreement and upon the execution of the conveyance deed, the Applicant shall have the:
 - i) ownership of the Apartment Area of the Said Apartment only;
 - ii) undivided interest in and the right to use, common areas and facilities along with the other apartment owners in the Said Building;

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(Sole/First Applicant)	(Second Applicant)	(Third Applicant)

- iii) right to exclusive use of the Parking Space; and
- iv) undivided proportionate interest in the Footprint of the Said Building calculated in the ratio of Super Area of the Said Apartment to the total super area of all apartments in the Said Complex.
- 4. The Applicant agrees that the Applicant shall not have any right in any commercial premises, or other apartment buildings constructed/to be constructed in the Said Complex/Said Land. The Company shall be free to dispose of the same on such terms and conditions, as it may deem fit. The Applicant shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the commercial premises, buildings, land etc. or in their operation and management 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, institutions, trust and/or any local bodies, which the Company may deem fit.
- 5. The Applicant confirms and represents that the Total Price and other charges and dues mentioned in the Application and/or the Agreement do not include any payment whatsoever for any lands, buildings, common areas and facilities (Annexure-IV) and amenities falling outside the Said Building 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 shall have any right, title or interest of any kind whatsoever in any lands, common areas and facilities and amenities falling outside the Said Building. The Applicant understands and confirms that the Company may carry extensive developmental / construction activities for many years in future in the entire area falling outside the Said Building in which the Said Apartment may be located and the Applicant shall not have any right to object or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant due to such developmental /construction activities or incidental / related activities. It is agreed by the Applicant that all rights including the ownership thereof of land(s), facilities and amenities outside the Said Building, 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.
- 6. (a) The Applicant agrees and understands that the Said Apartment / Said Building/ Said Complex may be subject to the Act. The common areas and facilities and the undivided interest of each apartment owner in the Foot Print of the Said Building as decided by the Company or as specified by the Company in any declaration (which may be filed by the Company in compliance of the Act) shall be conclusive and binding upon the Applicant. The Applicant agrees and confirms that the Applicant's right, title and interest in the Said Apartment, common areas and facilities and the undivided interest in the Foot Print shall be limited to and governed by what may be decided or specified by the Company in such declaration.
 - The Applicant shall be required to join the society/association of the owners of the apartments and the Applicant agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.
- (b) The Applicant agrees that the Company may in its sole discretion and for the purpose of complying with the provisions of the Act or any other applicable laws substitute the method of calculating the undivided proportionate interest in the Footprint of the Said Building and in common areas and facilities in any declaration with respect to the Said Apartment.
- 7. The Applicant agrees and acknowledges that the club / convenience shopping centre is proposed to be planned in the Civic Amenity Area (CA Area) of the Said Complex. The Applicant is aware that the

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development of club / convenience shopping centre is dependant on the Applicant and association of apartment owners applying to concerned planning authority for transfer of the land for the club / convenience shopping centre. The Applicant shall ensure and cause the association of apartment owners to apply to concerned planning authority for transfer of land to the association for club. The Applicant and the association shall further ensure that the land received from authority is given to the Company for the establishment of the club / convenience shopping centre on the terms and conditions as decided by the Company. The Applicant undertakes, authorizes and gives consent to the Company to apply to concerned planning authority on behalf of Applicant/ association of apartment owners for giving the CA area to the Company to establish the club / convenience shopping centre on the land received by planning authority. The Company may in its sole discretion apply to concerned planning authority for transfer of CA Area and the Applicant further agrees to execute such other documents, as may be required for the said purpose.

The Applicant shall be required to pay an amount of Rs.75,000/- (Rupees Seventy Five Thousand only) (which is subject to increase at the discretion of the Company) towards the club facility. Further upon development of the club, the Company is authorized to manage and maintain the same. The Applicant shall fill in the form for the membership and shall be bound and shall abide by the terms and conditions of the club. The membership fee shall be for such term, as specified in the detailed terms and conditions for the membership of the club. The Applicant shall also be liable to pay such other charges, as shall be mentioned in the terms and conditions.

- 8. The Applicant agrees and understands that in addition to Total Price, the Applicant shall be liable to pay all Taxes and Cesses, which shall be charged and paid as follows:
 - a) A sum equivalent to the proportionate share of Taxes and Cesses shall be paid by the Applicant to the Company. The proportionate share shall be the ratio of the Super Area of the Said Apartment to the total super area of all the apartments, other buildings, club, etc. in the Said Complex.
 - b) 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 above which shall be final and binding on the Applicant and the Applicant shall make payment of such amount within 30 (thirty) days of such intimation.
- 9. The Applicant agrees that if due to any change in the lay-out plan / building plan of the Said Complex/ Said Building/ Said Apartment:
 - a) The Said Apartment ceases to be preferentially located then the amount of PLC, paid by the Applicant shall be refunded with simple interest @ 6% p.a from the date of realization of the amounts of PLC, and such refund shall be through adjustment in the next installment as stated in the payment plan opted by the Applicant.
 - b) If at the time of the Agreement, the Said Apartment was not preferentially located and later the Said Apartment becomes preferentially located, the Applicant shall pay PLC of the Said Apartment to the Company as applicable and payable additionally alongwith next installment, as stated in the schedule of payment opted by the Applicant.
 - c) The Said Apartment becomes additionally preferentially located, (through additional preferential attributes), if at the time of the Application it was not additionally preferentially located, the Applicant shall pay Additional PLC for such Additional PLC attributes to the Company as applicable and payable additionally alongwith next installment and in the manner specified in clause 9(a).
 - d) The Said Apartment gets located on a floor higher/above than the floor specified in the Agreement, the Applicant shall pay to the Company FRC and/or Additional FRC as may be applicable alongwith next installment, as stated in the schedule of payment opted by the Applicant.

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- e) The Said Apartment gets located on a floor below the floor specified in the Agreement, then the Company shall refund only such amount of the FRC as may have been paid by the Applicant with simple interest @6% p.a from the date of realization of such amounts of FRC and such refund shall be through adjustmest in the next installment payable by the Applicant as stated in the payment plan opted by the Applicant.
- 10. The Total Price is inclusive of the cost of providing electric wiring and switches in the Said Apartment and the fire safety equipment in the common areas within the Said Building/Said Complex prescribed in the existing Fire Fighting Code/Regulations and as contained in the National Building Code 2005 and facility for power back-up at a load factor of 70 % and an overall diversity of **70**% as under:
 - a) For 2 BHK apartments not exceeding 0.75 KW per apartment.
 - b) For 3 BHK apartments not exceeding 1.0 KW per apartment.

However, the Total Price does not include the cost of electric fittings, fixtures, electric and water meter etc. If, 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 agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other applicants as determined by the Company in its absolute discretion.

- 11. The Applicant agrees and undertakes to pay a sum of Rs.1,75,000/- (Rupees One Lakh Seventy Five thousand only) as and when demanded by the Company towards electricity and water connection/meter and other incidental charges the details of which are more clearly setout in Payment Plan **Annexure III**.
- The Applicant agrees that the Company or its subsidiaries/affiliates may at their sole discretion and 12. subject to such Government approvals as may be necessary, enter into an arrangement of generating and / or supplying power to the various projects within or outside the Said Complex in which the Said Apartment is located. In such an eventuality the Applicant fully concurs and confirms that the Applicant shall have no objection to such arrangement for generating and / or supply of power but also gives complete consent to such an arrangement including it being an exclusive source of power supply to the Said Complex or to the Said Apartment directly and has noted the possibility of its being to the exclusion of power supply from BESCOM/ State Electricity Boards (SEBs) / any other source. The Applicant further agrees that this arrangement could be provided by the Company or its agents directly or through the respective association of apartment owners. It is further agreed by the Applicant that the Company or its subsidiaries /affiliates shall have the sole right to select the site, capacity and type of the power generating and supply equipment / plant as may be considered necessary by the Company or its subsidiaries/affiliates in their sole discretion from time to time. It is also understood that the said equipment / plant may be located anywhere in or around within or nearby the Said Complex.

It is further agreed and confirmed by the Applicant that the Company or its subsidiaries/ affiliates shall have the right to charge tariff for providing / supplying the power at the rate as may be fixed from time to time by the Company which may or may not be limited to the rate then charged by the BESCOM / State Electricity Boards. The Applicant agrees and confirms that he shall pay the amount based on the tariff to the Company or its subsidiaries/affiliates directly or through the association of owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Company or its subsidiaries/affiliates. The Applicant confirms and understands that such power generating and / or supplying equipment may during its operation cause inconvenience to the Applicant and the Applicant shall have no objection to the same. The Applicant shall be liable to pay the consumption charges. The Applicant shall not have a

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right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the period of Applicant ownership of the Said Apartment. This clause shall survive the conveyance of the Apartment or any subsequent sale / resale or conveyancing thereof.

- 13. The Applicant agrees that any payment towards EDC/IDC levied/leviable by the Government or any other competent authority(ies) shall be paid by the Applicant and any further increase in EDC/IDC, by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any competent authority(ies) shall be paid by the Applicant. The pro-rata demand made by the Company to the Applicant with regard to EDC/IDC/ increase in EDC shall be final and binding on the Applicant. If the EDC/ IDC/ increased EDC is not paid, then same shall be treated as non-payment of the charges as per the Application/Agreement and the Company shall be entitled to cancel the Allotment and forfeit the Earnest Money along with the Non Refundable Amounts. If the EDC/ IDC/increased EDC/IDC is levied (including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid sale price/unpaid charges of the Said Apartment/ Parking Space, the Company shall have the first charge and lien over the Said Apartment/ Parking Space respectively till such unpaid charges are paid by the Applicant.
- 14. The Applicant further agrees to pay the IIDC /increased IIDC as and when demanded by the Company. The pro-rata demand made by the Company to the Applicant with regard to IIDC/ increase in IIDC shall be final and binding on the Applicant. If the IIDC/ increased IIDC is not paid, then same shall be treated as non-payment of the charges as per the Application/Agreement and the Company shall be entitled to cancel the Allotment and forfeit the Earnest Money along with the Non Refundable Amounts. If the IIDC/increased IIDC is levied (including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid sale price/unpaid charges of the Said Apartment/ Parking Space(s), the Company shall have the first charge and lien over the Said Apartment/ Parking Space(s) respectively till such unpaid charges are paid by the Applicant.
- 15. The Applicant understands that the Parking Space allotted to the Applicant shall be an integral part of the Said Apartment which cannot be sold/dealt with independent of the Said Apartment. The Applicant may apply for additional parking space(s) which may be allotted subject to availability and at the prevailing price. All clauses of this Application and the Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the parking space(s) so allotted, wherever applicable. The Applicant agrees that parking space(s) allotted to the Applicant shall not form a part of common areas of the Said Apartment/ Said Building/ Said Complex for the purpose of the declaration which may be filed by the Company under the Act.
- 16. The Applicant agrees and understands that the price of the Said Apartment is based on the price of materials and labour charges pertaining thereto on and around the October 2012. If, however, during the progress of construction upto the expiry of Thirty (30) months from the abovementioned date, there is an increase/decrease in the price of the materials used in the construction work and/or labour charges, the same shall be recoverable / payable respectively by the Applicant. The Reserve Bank of India's published indexes shall form the basis of the computation of the escalation/reduction charges. The details and the methodology for calculating the escalation/reduction charges shall be more elaborately described in the Agreement. The Company shall appoint a reputed firm of Chartered Accountants to independently audit and verify the computation of escalation/reduction charges done by the Company from time to time as per the methodology more elaborately described in the Agreement. Such escalation/reduction charges, as intimated to the Applicant, shall be final and binding on the Applicant and shall be collected/reimbursed along with the next installment or in lump sum before or at the time of offer of possession of the Said Apartment. Such escalation/reduction charges shall, however, be subject to a maximum of +/-5% of the Total Price of

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(Sole/First Applicant)	(Second Applicant)	(Third Applicant)

the Said Apartment. The Applicant agrees and understands that any default in payment of the escalation charges shall be deemed to be a breach under the terms and conditions of the Application/Agreement.

- 17. The Applicant agrees that time is of the essence in respect of all payments to be made by the Applicant including the Total Price and all other amounts, charges and dues, as mentioned in this Application / Agreement.
- 18.(i) The Applicant has seen, inspected and accepted the ownership details, approvals and layout/building plans. The Applicant has agreed to abide by the terms and conditions specified in the approval documents and has applied for the allotment of the Said Apartment with the specific knowledge that the layout plan, building plans, designs, specifications (Annexure-V), measurements, dimensions, location and number of the Said Apartment and /or Said Building, floor plans(Annexure-VI) and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Company and may also change due to changes/modification required by the competent authority. The alteration may, inter-alia involve all or any of the following changes including change in the layout plan, location of the Said Apartment, change in number of the Said Apartment, etc. at the sole discretion of the Company and/or competent authority. The Applicant hereby agrees that the Company is fully entitled to increase/change in the number of floors or the location of the Said Apartment in any of the buildings and/or the height of the Said Building and the Applicant shall have no right to object to the same. Any changes/alterations/modifications/amendments as maybe made by any competent authority in the plans for the Said Complex in future, shall automatically supersede the layout plan annexed herewith.

In case of any major alteration / modification resulting in upto +/- 10% change in the Super Area of the Said Apartment or material change in the specifications of the Said Apartment any time prior to and/or upon the grant of occupation certificate by the Company's architect or by the competent authority, the Applicant will be informed in writing by the Company of such change and the difference in price of the Said Apartment to be paid by him or refunded to him by the Company as the case may be. The Applicant agrees to inform the Company in writing his objections, if any, to the changes within thirty (30) days from the date of such notice failing which the Applicant shall be deemed to have given his consent to all the alterations/modifications. If the Applicant objects to such change in writing, within the permitted time and the Company decides to go ahead with changes, then the allotment shall be deemed to be cancelled and the Company's only liability will be to refund the entire money received from the Applicant along with simple interest @ 6% per annum only and the Applicant agrees that the Applicant shall have no other claim or right to raise any claim or dispute of any nature whatsoever and the Company shall be free to deal with/ dispose off the Said Apartment in a manner in which it may deem fit.

The Applicant 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 on which such areas were sold / charged.

(ii) The Applicant agrees and understands that in case the Company is able to get additional FAR(Floor Area Ratio), the Company shall have the sole right to utilize the additional FAR in the manner it may deem fit including but not limited to, by making addition to the Said Building or making additional buildings in and around the land of the Said Complex and the Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex. The Applicant acknowledges that the Applicant has not made any payment towards the additional FAR and shall have no right to object to any of such construction activities carried on the Said Building/Said Complex.

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- 19. The Applicant agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, VAT, service tax, wealth tax, Taxes and Cesses, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other Governmental Authority on the Said Complex/Said Building/Said Apartment or land appurtenant thereto as the case may be as assessable or applicable from the date of the Application. The Applicant shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Applicant till the Said Apartment is assessed separately.
- 20. The Applicant agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company, the Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the project in abeyance and terminate/alter/vary the terms and conditions of this Application/Agreement and in case of termination, the Applicant shall be entitled to refund of the amounts deposited by the Applicant, without any interest or compensation whatsoever, provided the Applicant is not in breach of any of the terms of this Application/Agreement.
- 21. The Applicant agrees and acknowledges that the Company, in its sole discretion may abandon the project, without assigning any reason thereof and in such an eventuality, the liability of the Company shall be limited only to refund the amount received from the Applicant, alongwith 6% simple interest per annum from the date of receipt of such amount and the Applicant shall have no other claim of any nature whatsoever.
- 22.(a) Subject to the terms of this Application and the Agreement including but not limited to timely payment of the Total Price and other amounts, charges and dues as mentioned in the Application/Agreement, the Company shall endeavor to complete the construction of the Said Apartment within thirty (30) months from the date of execution of this Application by the Company and thereafter the Company shall offer the possession of the Said Apartment to the Applicant. Any delay by the Applicant in taking the possession would attract charges @ Rs.54/-per sq.mtr (Rs.5/-per sq. ft. approx) per month of the Super Area of the Said Apartment for any delay of one month or any part thereof.
- (b) Subject to the terms and conditions of the Agreement, in case of any delay (except for Force Majeure) by the Company in completion of construction of the Said Apartment and receiving occupation certificate of the Said Complex and the Applicant not being in default/breach of the terms and conditions set out in this Application/Agreement, the Company shall pay compensation @ Rs.54/-per sq. ft. approx) of the Super Area of the Said Apartment per month or part thereof only to the first named Applicant and not to anyone else. The Applicant agrees and confirms that the compensation herein is a just and equitable estimate of the damages which the Applicant may suffer and the Applicant agrees that it shall have no other right or claims whatsoever. The adjustment of such compensation shall be done only at the time of execution of conveyance deed of the Said Apartment to the Applicant first named.
- 23. The Applicant agrees to enter into a maintenance agreement with the Company or the Maintenance Agency appointed by the Company for maintenance and upkeep of the Said Complex (including common areas & facilities) and undertakes to pay the maintenance bills/ charges thereof and abide by the terms and conditions of the maintenance agreement. The Company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The Maintenance Charges shall become applicable/ payable from the date of grant of occupation certificate/ expiry of 30 days from the date of issue of notice of possession,

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(Sole/First Applicant)	(Second Applicant)	(Third Applicant)

irrespective of whether physical possession has been taken or not. The Applicant shall pay the IBMS at the time of offer of possession or as and when demanded by the Company for securing the Maintenance Charges payable for the maintenance and upkeep of the Said Complex and also include any further increase in such charges.

The Applicant agrees and understands that in case the Applicant fails to pay the Maintenance Charges, then (a) the Applicant shall not be entitled to avail any services, b) and the amount of Maintenance Charges shall be first adjusted from the interest accrued on the IBMS and if the interest falls short of the amount of Maintenance Charges, then such shortfall shall be adjusted out of the principal amount of IBMS. If due to such adjustment in the principal amount, the IBMS falls below the agreed sum of Rs.538/-per sq.mtr (Rs.50/-per sq. feet) of the Super Area of the Said Apartment, then the Applicant hereby undertakes to make good the resultant shortfall within fifteen days of the due date of the defaulted maintenance bill.

- 24. The Applicant shall be liable to pay all fees, duties, expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the Agreement/ conveyance deed of the Said Apartment, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company. In case, the Applicant fails to deposit such amounts demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment of the Said Apartment and forfeit the Earnest Money and Non Refundable Amounts and refund the balance amount, if any, to the Applicant, without any interest, upon realization of money from resale / reallotment of the Said Apartment to any other party, provided that the Applicant is not in breach of any terms of this Application/ Agreement.
- 25.(a) The Applicant agrees and understands that the Company shall be entitled to forfeit the Earnest Money along with the Non Refundable Amounts in case of non fulfillment/ breach of the terms and conditions of the Application and the Agreement by the Applicant including withdrawal of the Application and also in the event of the failure by the Applicant to sign and return to the Company, the Agreement within thirty (30) days from the date of its dispatch by the Company. Thereafter the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Apartment. The Company shall thereafter be free to reallot/resell and/or deal with the Said Apartment in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money and the Non Refundable Amounts would be refunded to the Applicant by the Company only after realizing such amounts from resale of the Said Apartment but without any interest or compensation of any nature whatsoever. The Company shall at all times have the first lien and charge on the Said Apartment for all its dues payable by the Applicant to the Company. If the amount deposited/ paid by the Applicant is less than the Earnest Money and the Non-Refundable Amounts, then the Applicant agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.
- (b) Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant in not making payments as per the payment plan but on the condition that the Applicant shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date of payment @ 15% per annum and for all periods exceeding first 90 (ninety) days after the due date @ 18% per annum.
- 26. The Applicant agrees that the Application/ Agreement is not assignable nor the name of the Applicant can be substituted and/or deleted, nor any name added, for a period of one (1) year from the date of the execution of the Agreement. However, after expiry of one year, the Company may, at its sole discretion, on such terms and conditions and subject to applicable laws and notifications or any governmental direction, permit the Applicant to get the name of his/her nominee substituted, added and/or deleted in his/her place. The Company at the time of granting permission may impose such terms and conditions and charges as per its discretion. The Applicant shall be

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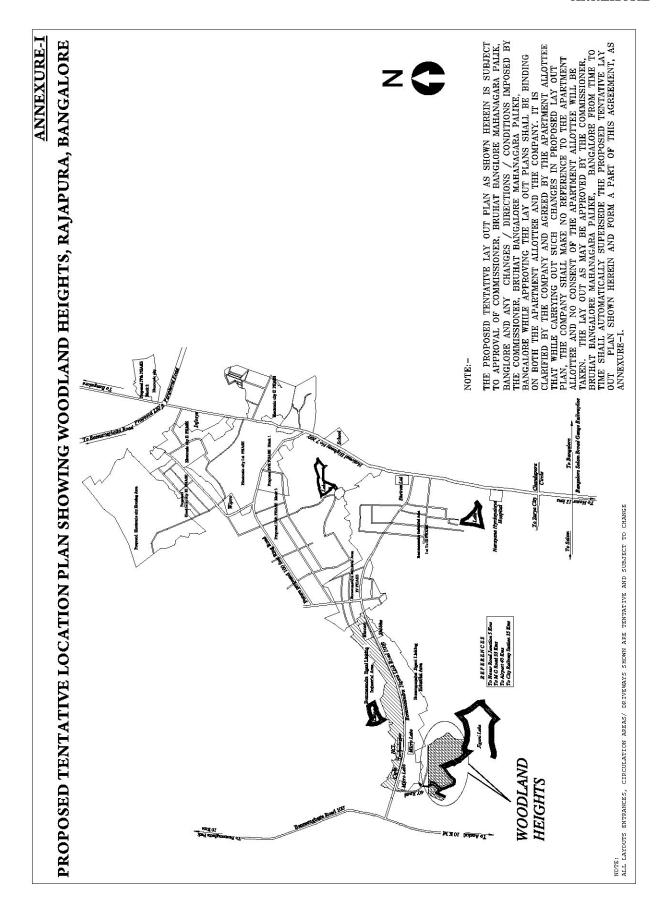
- solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, deletion and/or substitution.
- 27. The Applicant agrees that the Company shall have the right to raise finance/loan from any financial institution / bank by way of mortgage / charge/ securitization of receivables of the Said Apartment subject to the Said Apartment being free of any encumbrances at the time of execution of conveyance 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 or in respect of the loan granted to the Company.
- 28. The Applicant agrees that in case the Applicant opts for a loan arrangement with any financial institutions / banks, for the purchase of the Said Apartment, the conveyance of the Said Apartment in favour of the Applicant shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/banks.
- 29. The Applicant hereby covenants with the Company to pay from time to time and at all times, the amounts which the Applicant is liable to pay as agreed and to observe and perform all the covenants and conditions of booking 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.
- 30. The Applicant agrees that in case the Applicant is a NRI or non-resident / foreign national of Indian origin / foreign nationals / foreign companies then all remittances, acquisition / transfer of the Said Apartment, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments and/or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident / foreign national of Indian origin / foreign nationals / foreign companies to abide by the same. The Company accepts no responsibility in this regard.
- 31. The Applicant shall inform the Company in writing about any change in the mailing address mentioned by him in this Application, failing which all demands, notices, letters, etc. by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant. In case of joint applicants, all communication shall be sent to the first named applicant in this Application.
- 32. The Company is not required to send reminders/notices to the Applicant in respect of the obligations of the Applicant as set out in this Application and/or the Agreement and the Applicant is required to comply with all its obligations on its own.
- 33. The Applicant agrees and understands that the Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Application/Agreement, if such performance is prevented due to Force Majeure conditions.
- 34. The Applicant understands that the allotment of the Said Apartment is entirely at the discretion of the Company.
- 35. The Applicant understands that this 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/ Said Building to anybody or altogether decide to put at abeyance the project itself, for which the Applicant shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant.

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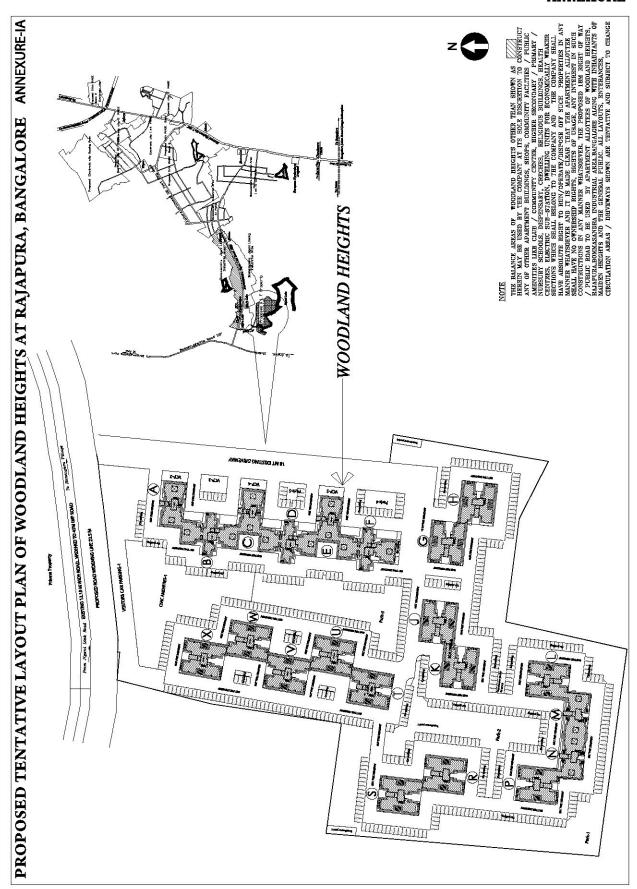
- 36. The Applicant agrees and understands that upon execution, the terms and conditions as set out in the Agreement shall supersede the terms and conditions as set out in this application.
- 37. The Applicant agrees that the Company shall have the right to transfer ownership of the Said Complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale / disposal /or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Applicant and the Applicant shall not raise any objection in this regard.
- 38. The Applicant agrees that all provisions contained herein and obligations arising hereunder in respect to the Said Apartment shall equally be applicable to and enforceable against all occupiers and / or subsequent purchasers / assignees / nominees of the Said Apartment as the said obligations go alongwith the Said Apartment for all intents and purposes.
- 39. The Applicant(s) agrees and understand that terms and conditions of the Application and those of the Agreement may be modified / amended by the Company in accordance with any directions/order of any court of Law, Governmental Authority, Statutory Authority and Tribunal in compliance with applicable law and such amendment shall be binding on the Applicant(s).
- 40. The Applicant agrees that, in the event of any dispute or differences arising out or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant and the Company, shall be referred by any party for adjudication, to a sole arbitrator to be appointed by the Company whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The Applicant shall have no objection to such appointment even if the person so appointed, as the sole arbitrator is an employee or advocate of the Company or is otherwise connected to the Company and the Applicant confirms that notwithstanding such relationship/ connection, the Applicant shall have no doubts as to the independence or impartiality of the sole arbitrator. The arbitration proceedings shall be conducted in English and in accordance with 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 to be decided by the sole arbitrator. The courts at Bangalore and the Karnataka High Court shall alone have the jurisdiction.

The Applicant has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

Date :			
Place :		X	
		Signature of First / Sole A	pplicant
		X	<u> </u>
		Signature of Second Appl	icant
		X	
		Signature of Third Applica	ant
X	X	X	
(Sole/First Applicant)	(Second Ap	plicant) (Th	nird Applicant)



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(Sole/First Applicant)	(Second Applicant)	(Third Applicant)



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(Sole/First Applicant)	(Second Applicant)	(Third Applicant)	

ANNEXURE - II

DEFINITION OF SUPER AREA

Super Area for the purpose of calculating the Total Price in respect of the Said Apartment shall be the sum of Apartment Area of the Said Apartment, pro-rata share of Common Areas and Facilities in the Said Complex as may be applicable, earmarked for use of all allottees in Woodland Heights, Rajapura, Bangalore.

Whereas the Apartment Area of the Said Apartment shall mean entire area enclosed by its periphery walls including the area under walls, columns, balconies, deck, etc. and half the area of common walls with other premises/ apartments, which form integral part of Said Apartment and Common Areas and Facilities shall mean all such parts/ areas in the "Woodland Heights, Rajapura, Bangalore" which the Allottee shall use by sharing with other occupants of Woodland Heights, Rajapura, Bangalore including entrance lobby, common toilet, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, mumties, services areas including but not limited to, lift machine room, overhead water tanks, maintenance offices / stores, security / fire control rooms, D.G. area, U.G. water tanks and pump room, Electric Sub Station, Sewage treatment plant, Rain water harvesting tanks and architectural features, if provided.

Super Area of the Said Apartment provided with exclusive open terrace(s) shall also include area of such terrace(s). The Allottee however, shall not be permitted to cover such terrace(s) and shall use the same as open terrace only and in no other manner whatsoever.

It is specifically made clear that the computation of Super Area of the Said Apartment does not include the following:

- a) Area earmarked for the Civic Amenities comprising of gym, sports facilities and swimming pool etc within the Said Complex or within the Said Land in Woodland Heights, Rajapura, Bangalore.
- b) Roof top terrace above apartments excluding exclusive -terraces allotted to apartments.
- c) Parking Area in stilts / Open Car Parking Area around Buildings, for allottees / visitors of Woodland Heights, Rajapura, Bangalore.

It is further clarified that the Super Area mentioned in the Agreement is tentative and for the purpose of computing Total Price in respect of Said Apartment only and that the inclusion of Common Areas and Facilities within Said Building, for the purpose of calculating Super Area does not give any right, title or interest in Common Areas and Facilities to the Allottee except the right to use the Common Areas and Facilities by sharing with other occupants / allottees in the Said Building subject to timely payment of maintenance charges.

Presently, tentative percentage of Apartment Area to Super Area of Apartment is 86.4% approximately. Super Area and the percentage of Apartment Area to Super Area may undergo changes during construction of Said Building / Said Complex and final Super Area shall be confirmed upon completion of construction of Said Complex.

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(Sole/First Applicant)	(Second Applicant)	(Third Applicant)
	Page 25 of 40	

PAYMENT PLAN

PRICES

Unit price (Rate)		As Applicable	
Car Park Charges		Rs. 2,00,000/- for Stil Rs. 1,50,000/ for Open	_
Down Payment Rebate		9%	
Preferential Location Charge (PLC))	As Applicable	
Floor Rise Charge (FRC)		As Applicable	
Internal Infrastructure Developme Charges (IIDC)	ental	Rs. 50,000/- per apa	rtment
	DOWN PAYMEN	T PLAN	
On Application (Booking Amount)		Rs. 2.5 lakhs (plus Se for 2 BHK	rvice Tax of Rs. 7725/-)
		Rs. 3.0 lakhs (plus Sefor 3 BHK	rvice Tax of Rs. 9270/-)
Within 30 days		95% of Total Price* L Down Payment Rebate	ess Booking Amount &
On Notice of possession			amp duty+ Registration Charges + Taxes as
CONSTRUCTIO	ON LINKED INSTA	LLMENT PAYMENT	PLAN
On Application (Booking Amount)		Rs. 2.50 lakhs (plus S for 2 BHK	ervice Tax of Rs 7725/-)
		Rs. 3.0 lakhs (plus Se for 3 BHK	rvice Tax of Rs 9270/-)
Within 2 Months of Booking		20% of Total Price* less	s Booking Amount
Within 4 months of Booking		7.50% of Total Price*	
Within 6 months of Booking		7.50% of Total Price*	
Within 8 months of Booking or lay First Floor Slab work, whichever is		10% of Total Price*	
Within 10 months of Booking or la Third Floor Slab work, whichever is		10% of Total Price*	
Within 12 months of Booking or la Sixth Floor Slab work, whichever i		10% of Total Price*	
Within 14 months of Booking or la Ninth Floor Slab work, whichever i		7.50% of Total Price*	
Within 16 months of Booking or la Twelfth Floor Slab work, whicheve		7.50% of Total Price*	
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(Sole/First Applicant)	(Second Applie	any	(Third Applicant)

Page 26 of 40

Within 18 months of Booking or laying of Terrace Floor Slab work, whichever is later.

Within 21 months of Booking or start of

External Plaster, whichever is later.

On Notice of possession

7.50% of Total Price*

7.50% of Total Price*

5.0% of Total Price* + Stamp duty + Registration & other charges + Taxes, as

applicable.

Total Price per Unit = (Unit Price + Preferential Location Charge + Floor Rise Charge) x Super Area + Cost of parking slots + Internal Infrastructure Development Charges

OTHER CHARGES

Electricity, Water connection incidental Charges: Rs. 1,75,000 / unit (Pl. see note no.2) Club Facility Charges: Rs. 75,000/- unit (Pl. see note no.6)

Interest Bearing Maintenance Security

Charges (IBMS)

Rs. 538/per Sq Mtr (Rs. 50/-Per sft)

NOTES:

- The rebate for early payment shall however subject to change from time to time and is presently @ 12.50% per annum (On a simple Interest basis).
- An amount of Rs. 1,75,000/- (Rs. One Lakh and fifty thousand only) shall be paid towards the Water, 2. Electricity and other incidental charges as and when demanded by the company.
- 3. One Car Park is Mandatory for each apartment.
- 4. The yearly simple interest payable on IBMS shall be determined by the company as per the applicable rates on 'One Year' Fixed Deposit accepted by State Bank of India at the close of each financial year on 31st March.
- 5. Stamp duty & Registration charges shall be payable along with the last installment as applicable.
- The Applicant shall be required to pay an amount of Rs.75,000/- (Rupees Seventy Five Thousand 6. only) towards the club facility charges as and when demanded by the company.
- 7. The Company would pay penalty to the first named applicant @ Rs. 54 per Sq Mtr (Rs 5 per sq. ft. approx) per month for any delay in handing over the product beyond the committed period of thirty months from the date of booking of apartment. Similarly, the customer would be liable to pay holding charges @ Rs. 54 per Sq Mtr (Rs. 5/- per sq. ft. per month), if he fails to take possession within 30 days from the date of issue of Notice of Possession.
- Any other taxes/levies/charges etc., as and when demanded by any Government / statutory 8. authority, are payable by the Applicant on demand.
- 9. Prices indicated above are as on date and are subject to revision from time to time at the sole discretion of the Company
- 10. The terms and conditions stated herein are merely indicative with a view to acquaint the applicant and are not exhaustive. For detailed Terms and Conditions please refer to the Application Form.

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(Sole/First Applicant)	(Second Applicant)	(Third Applicant)

^{*} Service tax is to be paid additionally.

ANNEXURE-IV

TENTATIVE COMMON AREAS AND FACILITIES

PART-A

List List of Common Areas and Facilities, as may be applicable for use of the allottee within Woodland Heights, Rajapura, Bangalore, proportionate area of which is included in the computation of Super Area of the Said Apartment.

- 1. Entrance Hall / Lobby at Ground Floor.
- 2. Staircases and mumties.
- 3. Lifts/lift shafts.
- 4. Lift lobbies including lighting and fire fighting equipments thereof.
- 5. Common passage / corridor, lighting and fire fighting equipments thereof.
- 6. Lift machine rooms.
- 7. Overhead Water tanks.
- 8. Electrical / Plumbing / Fire shafts and service ledges.
- 9. Mail room / Security room / Driver's common toilet at Ground floor, if any.
- 10. Maintenance office / services Areas.

PART-B

List of General Common Areas and Facilities - for all allottees of Woodland Heights, Rajapura, Bangalore, included in computation of Super Area of the Said Apartment (Plan attached to this Annexure).

- 1. D.G. Room / D.G. sets.
- 2. Underground Domestic & fire water tanks, pump room & pumps with accessories.
- 3. Rain water harvesting tanks
- 4. Transformer Rooms / Electrical Panels.
- 5. Sewage Treatment Plant.
- 6. HSD yard, if any

PART-C

List of general Common Areas and Facilities within Woodland Heights, Rajapura, Bangalore for use of all apartment allottees in Woodland Heights, Rajapura, Bangalore excluded from computation of Super Area of the Said Apartment (Plan attached to this Annexure).

- 1. Lawns & play Areas, including lighting & Services etc.
- 2. Road & Driveways, including lighting & Services etc.
- 3. Fire Hydrants & Fire brigade inlet etc.
- 4. Area earmarked for proposed Civic Amenities within said comlex/said land.

That save and except the use of Common Areas and Facilities in Part-A, Part-B, as above, exclusive use of covered parking space as described in Part-D of this annexure and the undivided pro-rata share in the Foot Print of the Said Building, it is specifically made clear by the Company and agreed by the Allottee that

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(Sole/First Applicant)	(Second Applicant)	(Third Applicant)

he/she shall not have any right, title, or interest in any other land(s), areas, facilities and amenities within Woodland Heights, Rajapura, Bangalore as these are specifically excluded from the scope of this Agreement and the Allottee agrees and confirms that the ownership of such other lands, areas, facilities and amenities shall vest solely with the Company, its associates and the Company shall have the absolute discretion and the right to decide their usage, manner and method of disposal etc.

PART-D

Parking Space within Woodland Heights, Rajapura, Bangalore individually allotted to an Allottee for his / her exclusive use and area for visitor's car parking is excluded from the computation of Super Area of the Said Apartment (Parking Plan attached in Annexure-VI).

- 1. Covered car parking spaces on stilt level of buildings.
- 2. Open Car Parking around building(s)

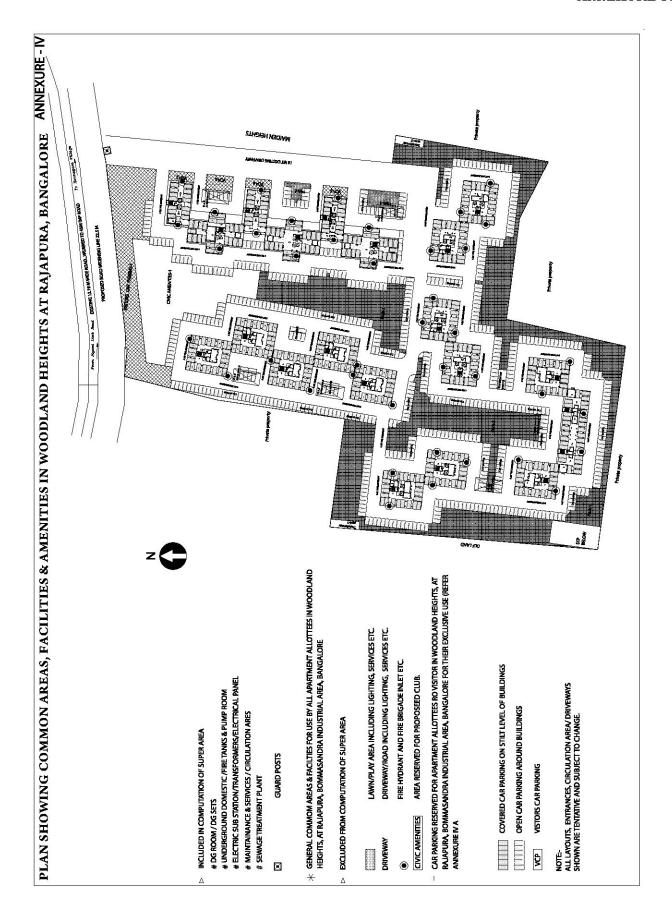
PART-E

It is specifically made clear by the Company and agreed by the Allottee that this Agreement is limited and confined in its scope only to the Said Apartment, areas, amenities and facilities as described in Part-A, Part-B, Part-C & Part-D of this annexure, the Foot print the Said Building. It is understood and confirmed by the Allottee that all other land(s), areas, facilities and amenities in Woodland Heights, Rajapura, Bangalore and outside the periphery / boundary of Woodland Heights, Rajapura, Bangalore in or anywhere else are specifically excluded from the scope of this Agreement and the Allottee agrees that he / she shall not have any ownership rights, rights of usage, title, or interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this Agreement and have not been counted in the computation of Super Area for calculating the Total Price and therefore, the Allottee has not paid any money in respect of such other lands, areas, facilities, and amenities.

The Allottee agrees and confirms that the ownership of such other lands, areas, facilities and amenities, shall vest solely with the Company, its associates, its subsidiaries and the Company shall have the absolute discretion and the right to decide on their usage, manner and method of disposal etc. A tentative list of such other lands, areas, facilities and amenities is given below which is merely illustrative and is not exhaustive in any manner.

- 1. Shops and other amenities within the Said premises, if any, and /or within the said portion of Land / Woodland Heights, Rajapura, Bangalore,
- 2. Roads, Parks including inter alia all internal roads within Woodland Heights, Rajapura, Bangalore, and area reserved for Open Space Reservation (OSR).
- 3. All Areas, Buildings, premises, structures falling outside the periphery / boundary of the said plot of land.

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	Page 29 of 40	



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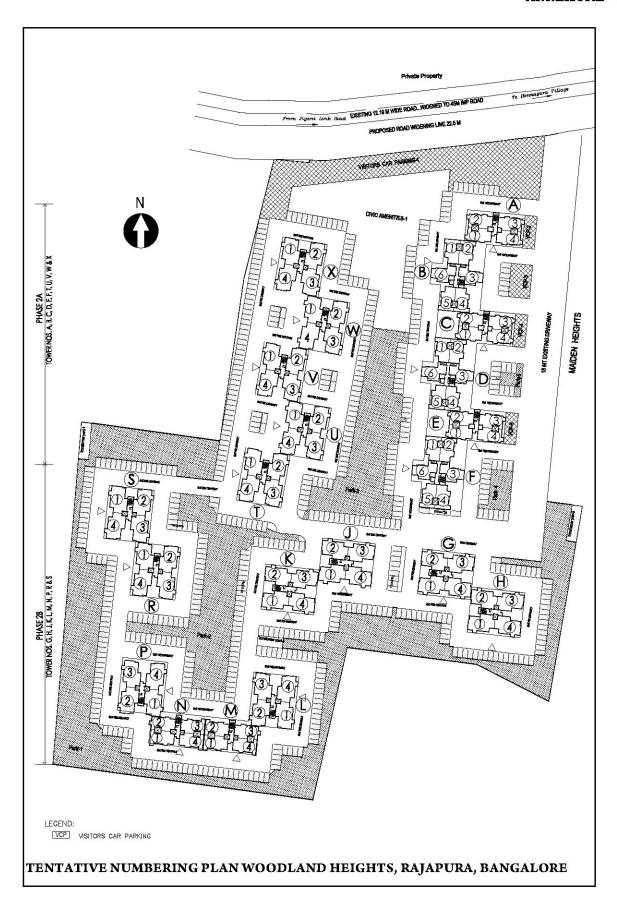
WOODLAND HEIGHTS SPECIFICATIONS

S.no	Area	Location	2ВНК	звнк
1	Living /	Flooring	Vitrified tile	Vitrified tile
	Dining /	Walls	Acrylic Emulsion/OBD	Acrylic Emulsion/OBD
	Foyer/ Passage	Ceiling	OBD	OBD
2	Master Bedroom	Flooring	Vitrified tile	Vitrified tile
		Ceiling	Acrylic Emulsion/OBD	Acrylic Emulsion/OBD
		Walls	OBD	OBD
3	Other Bedrooms	Flooring	Vitrified tile	Vitrified tile
		Ceiling	Acrylic Emulsion/OBD	Acrylic Emulsion/OBD
		Walls	OBD	OBD
4	Kitchen	Flooring	Antiskid Ceramic Tile	Antiskid Ceramic Tile
		Walls	Ceramic Tile up to 2'0" above counter and OBD	Ceramic Tile up to 2'-0" above counter and OBD
		Ceiling	OBD	OBD
		Counters	Granite	Granite
		Sink	Conventional CP Fittings, Single Bowl SS Sink	Conventional CP Fittings, Single Bowl SS Sink
			with Drainboard	with Drainboard
5	Master Toilet	Flooring	Antiskid Ceramic Tile	Antiskid Ceramic Tile
		Walls	Ceramic Tile Up to 7'-0" in shower area and 4'-0" in the rest of the walls	Ceramic Tile Up to 7'-0" in shower area and 4'-0" in the rest of the walls
		Ceiling	OBD	OBD
		Fittings /	Conventional CP	Conventional CP Fittings,
		Fixtures	Fittings, White Chinaware	White Chinaware
6	Other Toilet	Flooring	Antiskid Ceramic Tile	Antiskid Ceramic Tile
		Walls	Ceramic Tile Up to 7'-0" in shower area and 4'-0" in the rest of the walls	Ceramic Tile Up to 7'-0" in shower area and 4'-0" in the rest of the walls
		Ceiling	OBD	OBD
		Fittings /	Conventional CP Fittings,	Conventional CP Fittings,
		Fixtures	White Chinaware	White Chinaware
7	Balconies/	Flooring	Antiskid Ceramic Tile	Antiskid Ceramic Tile
	Utility Area	Ceiling	OBD	OBD
		Railing	MS Railing	MS Railing
8	Windows	Aluminium	Powder Coated	Windows
		Windows	Aluminium	
9	Doors	Main Door	Flush Door with Paint/Polish	Flush Door with Paint/Polish
		Internal Door	Flush Doors with Paint	Flush Doors with Paint
		Toilet Door	Flush Doors with Paint	Flush Doors with Paint

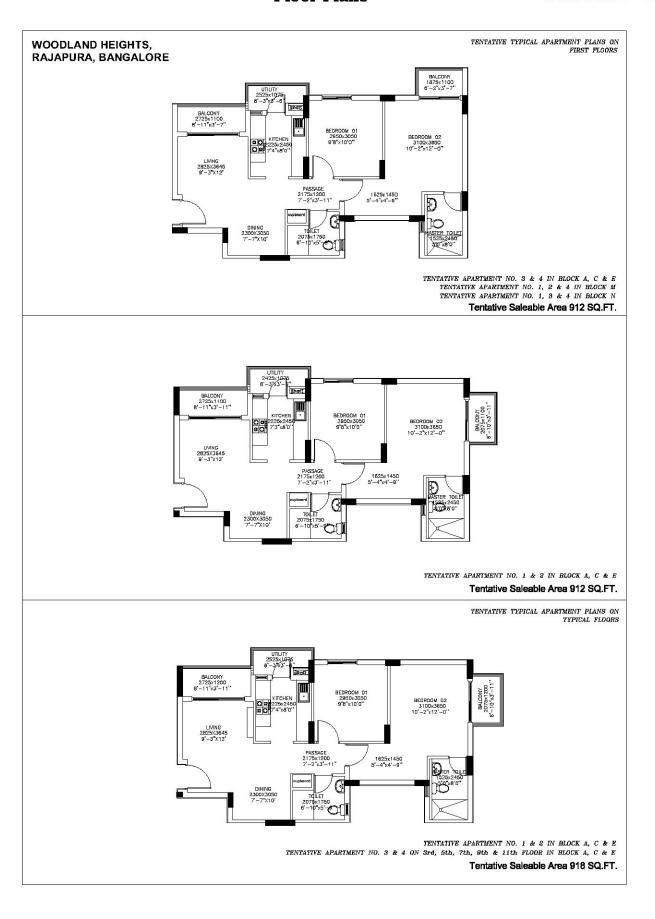
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(Sole/First Applicant)	(Second Applicant)	(Third Applicant)

10	Electrical Fittings	-	Modular type switches and sockets, copper wiring in conduit. (Fittings like fans, light fixtures, geysers, appliances etc. not provided).	Modular type switches and sockets, copper wiring in conduit. (Fittings like fans, light fixtures, geysers, appliances etc. not provided).
11	Power Backup - (Not exceeding per Apt)	-	0.75 KW	1.0 KW
12	Security System	-	24 Hrs Manual Security	24 Hrs Manual Security
13	Main Lift Lobby	Flooring	Vitrified tile	Vitrified tile
14	Typ. Floor Lift Lobby	Flooring	Vitrified tile	Vitrified tile

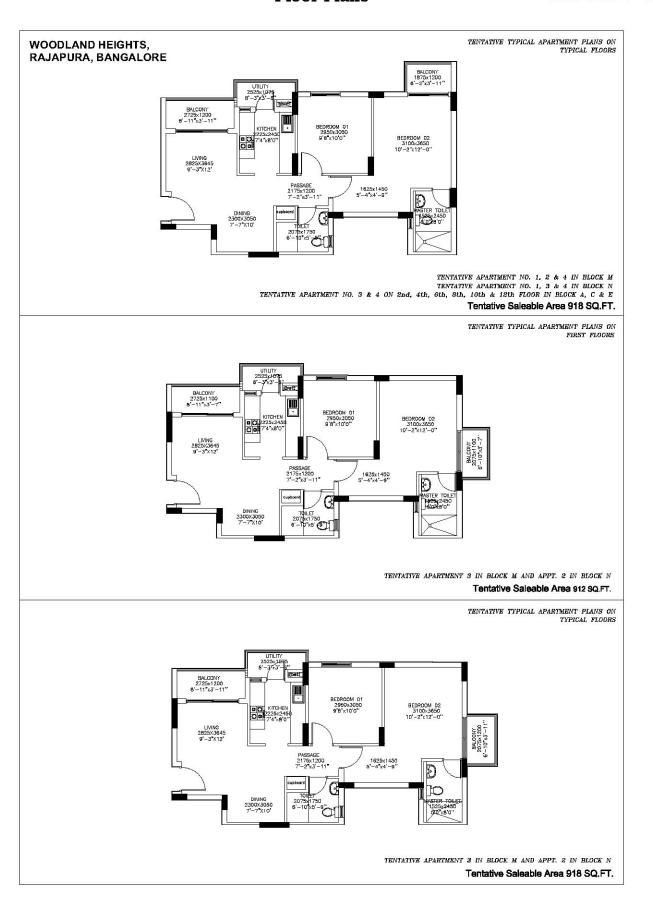
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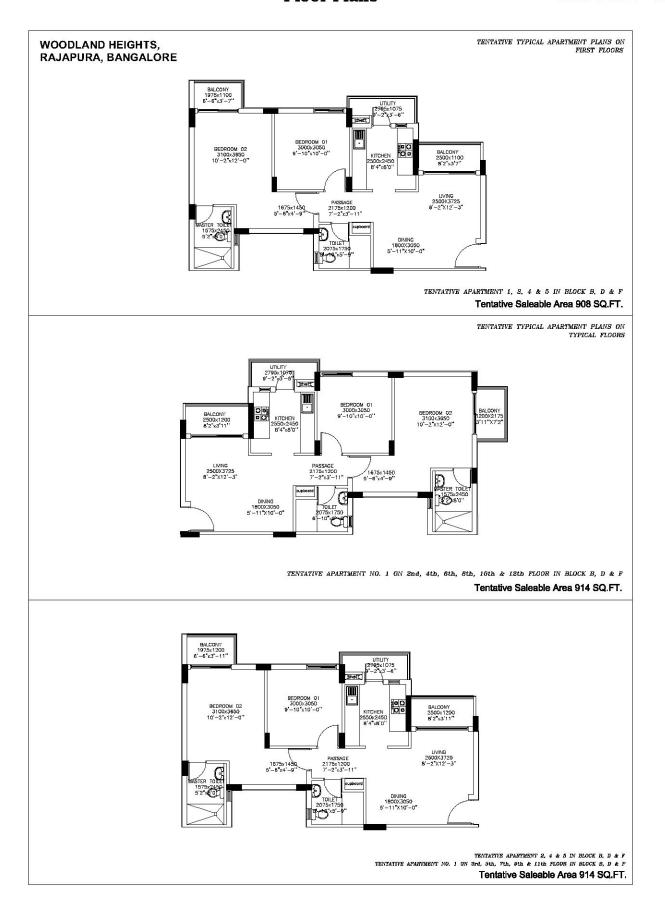
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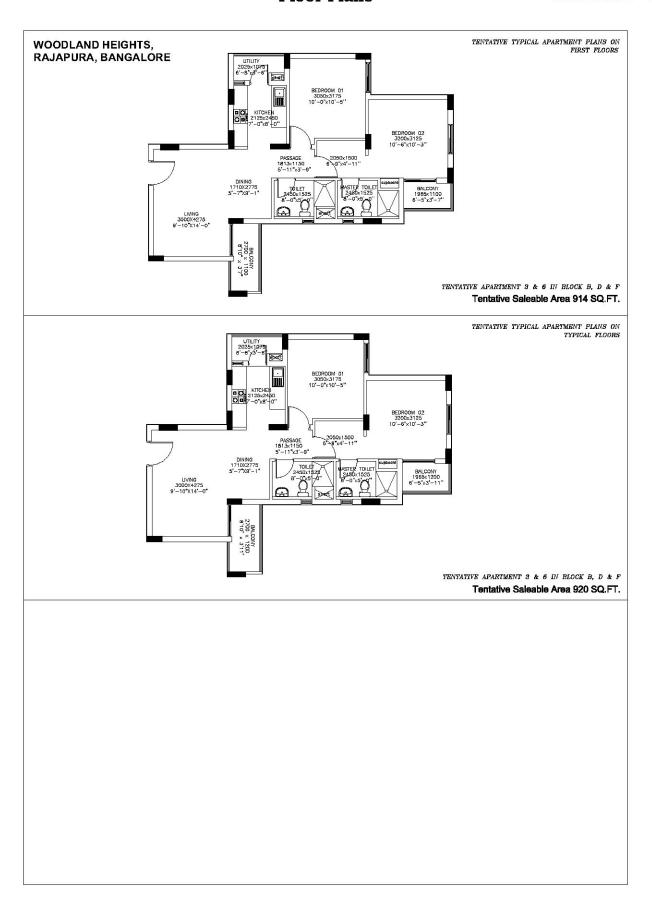
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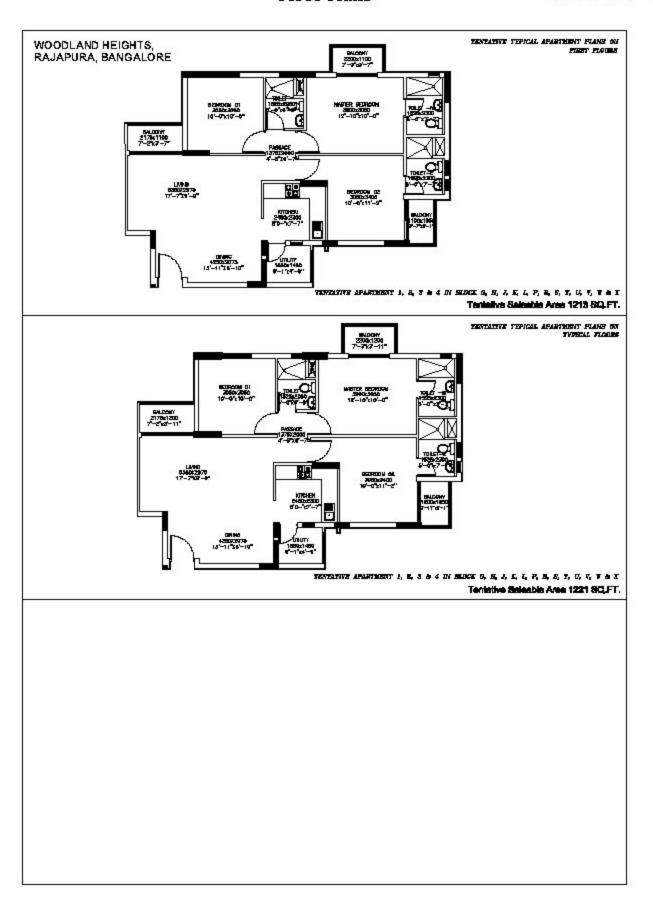
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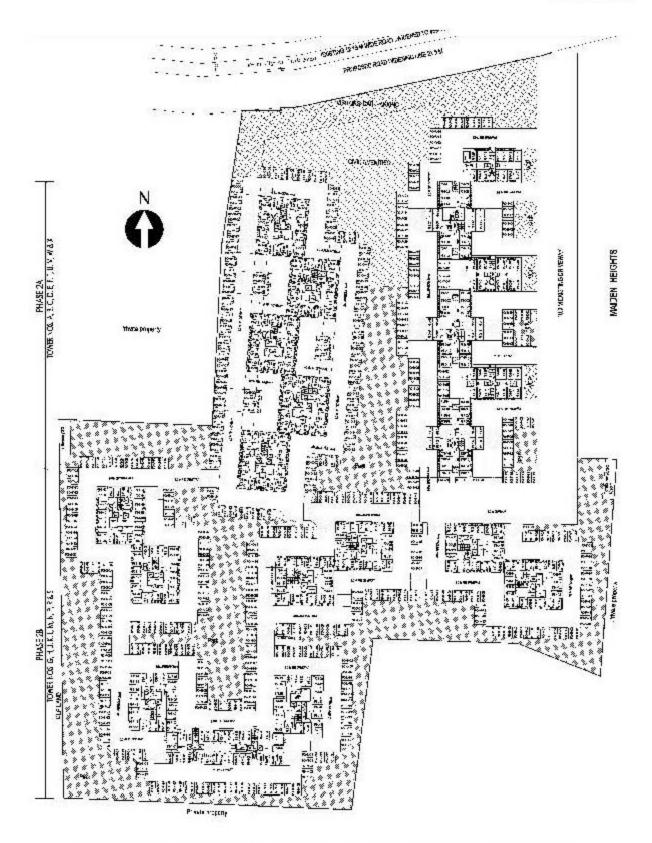
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TENTATIVE PARKING PLAN OF WOODLAND HEIGHTS, RAJAPURA PHASE - 2, BANGALORE

x	x	x
(Sole/First Applicant)	(Second Applicant)	(Third Applicant)