

"Beautiful moments, perfect life"

Dated :31/05/2016

Ref: EmamiCity/Sales/06

To:

Sanjasv Jhunjhunwala 77/79 Sri Aravinda Road Salkia Howrah – 711106.

### PROVISIONAL ALLOTMENT LETTER

Re: 4 BHK Flat No. D2-603 at Emaml City (Customer Code No. D2-603)

Dear Sir.

We are in receipt of your letter dated 10(10(2015°. As desired by you we have agreed to allot to you an additional area of 300 sq.ft. In the housing complex commonly known as EMAMI CITY. Further to such allotment, we are now allocating to you a 4 BHK Flat bearing No. D2-603 on the 6<sup>th</sup> floor of Tower No. D2 in the housing complex commonly known as EMAMI CITY situated at Municipal Premises No. 2 Jessore Road, Dum Dum, Kolkata 700 028 having an area of 2290 sq.ft. (more or less) together with one basement parking space and one servants berth (collectively referred to as the 4 BHK FLAT).

Please note that for the additional area you will be liable to pay an amount to be calculated at the rate of Rs. 5800/per sq.ft. along with other charges as detailed in the attached 'ANNEXURE'. The total amount which you are liable to
pay in respect of the aforesaid 4 BHK Flat is Rs. 98,35,450/-. We hereby place on record that so far you have paid to
us a sum of Rs. 68,85,094/- towards allotment of the 3 BHK Flat No. C1-204 and the said sum is being credited to
your account in our books of account towards the cost of allotment and current demands, if any, of the 4 BHK Flat.
Any surplus balance left in your account after such adjustment shall automatically get adjusted against future
demands to be raised by the Company in accordance with the payment schedule given in the attached 'ANNEXURE'.
However it may clearly be noted that no interest will accrue to you on such surplus balance arising in your account.

It is also very much pertinent to put on record that as per intimation received from our Accounts Department an amount of Rs. 1,08,526/- as interest, as on 30<sup>th</sup> April, 2016 is lying outstanding against late payment of periodic demands pertaining to your previous allotment, being Apartment No. C1-204 and the management will in its absolute discretion consider the same only upon you agreeing for full payment of all the amounts in respect of apartment no D2-603 and subject to your fulfilling all the terms & conditions. Demand Letter for allotment of your new flat amounting to Rs. NIL is enclosed herewith.

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Needless to state that by allotting/allocating to you the said 4 BHK Flat as above your allotment over and in respect of the said 3 BHK Flat has ceased. However, all other terms and conditions of allotment as contained in our allotment letters dated 16/07/2011 and 10/11/2011 shall remain in full force and effect, which please note.

Please sign and return a copy of this Allotment Letter as token of your acceptance. We also enclose herewith a Supplementary Agreement in respect of Flat No. **D2-603** (In duplicate) which you are requested to sign and return.

Yours falthfully

for EMAMI REALTY LIMITED

WHOLE TIME DIRECTOR

End. :

As stated



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Desc. 2. 25 2008 Rat Smarri City Sales St. Norther Pilling Form, Inc Floor Customer Code: D2-603 Project Emami City Approx. Area: 2290.sqft

Smiser bundanceals 779 St. Americals Road Sallist Howest - Tillia

Co-applicant - N.A.

Sale FLADUNIT No. D2-635 (4 BHK) in "Block - D" at EMAMI CITY, 2 Jessore Road, Kolkata - 700028.

_		Total	Amount	Taxes as	Applicable	
SLNO.	Description	Consideration (Rs.)	Due (Rs.)	Service Tax	S.B. Cess	Amount
3	SIN of total consideration on completion of Allectment, piling Foundation, Second Floor of the concerned block including legal fees	9840950	4923225	151391	1509	5076125
3	Received against Flat No.					-6885091
€ .	Total [2+5]					-1808956
	incerest due on past deleus against Flat No. Ci-204					108526

You are requested to kindly remit Rs. NIL before due date.

Payments may please be made by Bank Drafts or A/c payee cheque favoring "Emami Realty Limited", payable at Kolketts only. You may also remit payment through RTGS (Real Time Gross Settlement) facilities to the following account:

Name of the Organization

: Emami Realty Limited

Seiz

: ICICI Bank Limited

Branch

: 20 Sir R. N. Mukherjee Road, Kolkata-700001

Account No.

: 000605013763

IPSC Code

: ICIC0000006

Thanking You. Yours truly,

For Emami Realty Ltd

Whole Time Director

Service Tax Registration No. AABCE6823BSD001

PAN: AABCE6823B

Interest as per st. ni. D'as above is not acceptable due to delay in possession.

### emami realty limited



### Annexure

# emami CITY

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Customer Code Customer D2-603

: Sanjaov Jhunjhunwala(HUF)

Joint Holder : N.A

Earlier Allptment dated

New Allotment/Allocation dated - 31 05/2016

Description of Flat

Flat No. Type of Flat

Approx Area (sqft.)

D2-603

4 BHK

1990sqft (Total Area 2290sqft)

Breakup of Rate/Price	Rate/sqft	Amount (a)	Rate/sqft	Amount (b)	Total Amt (a+b)
A. Base Price	: Rs.3400	Rs.6766000	Rs.5800	Rs.1740000	8506000 عR
B. Floor Height	: Rs.15	Rs.29850	Rs 144,59	Rs.331100 (*)	Rs. 360950
C. Location PLC	: Rs.100	Rs.199000	Rs.150	Rs.144500	Rs. 343500
D. Flat Category Change Charge	: Rs.0	Rs.0	Rs.100	Rs.199000 (#)	Rs. 199000
E. Basement Car Park (1 No.)		Rs.300000	Rs. 0	Rs.0	Rs. 300000
F. Servant Berth	: Rs 126000	Rs.126000 Rs.7420850	Rs. 0	Rs.2414600	Rs. 126000

Flat Value (A+B+C+D)

Rs.9835450

(\*) =35/- x 5 x 300 sqft + 35/- x 4 x 1990 sqft

(#) [5800 - 5700] x 1990

I. Payment Schedule

SI. No.	Event	Amount to be paid				
1 On Allotment		20% of Total Consideration after adjusting the application money + 50% of Legal Fees				
2	On completion of Piling	10% of Flat Value				
3	On completion of Foundation	10% of Flat Value				
4	On completion of 2nd Floor	10% of Flat Value				
5	On completion of 5th Floor	10% of Flat Value				
6	On completion of 8th Floor	10% of Flat Value				
7	On completion of 11th Floor	10% of Flat Value				
8	On completion of 13th Floor	10% of Flat Value				
9	On Intimation of possession	10% of Flat value + Extras & Deposits as mentioned below under the head II				
10	Servants Accommodation	To be charged extra subject to allotment				

II. Extras & Deposits

Α	Club Membership	Rs 60/- per sq ft
ď	Utility charges such as DG Connection, electricity etc	Rs 75/- per sq ft
С	Legal charges-Balance 50%	Rs 5500/- per flat
D	Sinking funds	Rs 25/- per sq ft
E	Interest Free Municipal Tax Deposit (IFMD)	Rs 1.50/- per sq ft x 12 months= Rs 18/- per sq ft
F	Interest Free Maintenance Security (IFMS)	Rs 1.50/- per sq ft x 12 months= Rs 18/- per sq ft
G	CESC meter and connection charges	On actual
Н	Stamp duty, Registration Charges, Incidental Expenses, Govt Taxes and levies, any other charges	As applicable

III. Taxes both present and future as applicable such as Service Tax, Value Added Tax etc. shall be paid as and when demanded by the Company.

IV. Above Payment Schedule, Terms & Conditions or any other detail can be changed altered and/or modified at any time at the sole discretion of the Company

### emami realty limited



"Beautiful moments, perfect life"

Date: 20" February, 2016

Mr. Sanjeev Jhunjhunwala 77/79 Sri Aravinda Road Salkia Howrah-711106

Dear Sir

Sub: Change of name from HUF to Individual for apartment no C1-204 at Emami City Ref: Your request letter dated 15.02.2016

Greetings from Team Emami Cityl

We are pleased to Inform you that your request for change of name from HUF to your individual name is duly accepted by our management. Accordingly, we will insert your name as the sole allottee in our books of records and simultaneously you have to execute a Supplementary Agreement wherein the change of Allottee should be indicated. Please take note that the said Supplementary Agreement shall form an integral part of the Agreement to Sub Lease, dated 26th March, 2016 already executed in the name of the earlier allottee.

You are also requested to act in pursuance to the email, dated 17/02/2016 forwarded to you in this regard on our part.

Assuring you the best of our services at all time.

Thanks & Regards

For Engini Realty Ltd

Authorised Signatory



"Beautiful moments, perfect life"

Dated:

18/10/15

To:

SANJEEV JHUNJHUNWALA (HUF) 77/79, Srl Aravind Road, Salkia Howrah – 711106

Dear Sirs,

We are in receipt of your letter dated 14/10/15.

We have noted your requirement and as a special case we have agreed to allot to you a 4 BHK Flat bearing No. D2-603 on the 6<sup>th</sup> floor of Tower No. D2 in the housing complex commonly known as EMAMI CITY situated at Municipal Premises No. 2 Jessore Road, Dum Dum, Kolkata 700 028 having an area of 2290 sq.ft. (more or less) together with one basement car parking space and one servants quarter (collectively referred to as the 4 BHK FLAT) in lieu of the 3 BHK Flat No. C1-204 allotted to you earlier.

The details of additional consideration money amounting to Rs. 24,14,600/- along with the proposed payment plan for the new allotment is enclosed herewith marked 'ANNEXURE'.

Needless to state that by allotting to you the said 4 BHK Flat as above your allotment over and in respect of the said 3 BHK Flat will cease to exist. However, all other terms and conditions of allotment as contained in our allotment letters dated 16/07/2011 and 10/11/2011 shall remain in full force and effect, which please note.

Please let us know whether the above 4 BHK Flat would suit your requirement.

for EMAMÍ RÉALTY LIMITED



"Beautiful moments, perfect life"

Dated : \_\_1/10/15

From:

EMAMI REALTY LIMITED 687, Anandpur, 2<sup>nd</sup> Floor, E. M. Bypass Kolkata - 700107

To: SANJEEV JHUNJHUNWALA (HUF) 77/79, Sri Aravind Road, Salkia Howrah – 711106

Re: Allotment of Flat at Emami City

Dear Sir,

We are in receipt of your letter dated 10/10/15.

Your allotment is only for a 3 BHK Flat and based on the total area comprised in the said flat the total amount of consideration has been worked out.

However, at your request and as a special case we are prepared to accommodate you and allot you a larger flat upon a request in writing being made by you, but of course this is subject to availability.

In the meantime please note that you are bound by the terms and conditions contained and recorded in the Allotment Letters dated 16/07/2011 and 10/11/2011. Needless to state that in the event of a larger flat being allotted to you in the housing complex known as Emami City your right over the 3 BHK Flat shall cease and the amounts paid by you in terms of the said allotment letters will be adjusted and appropriated towards the costs of the larger flat and you shall be liable to make payment for the additional space in respect of the larger flat if allotted to you at the rate then prevailing.

Yours faithfully
for EMAMI REALTY LIMITED

emami realty limited



"Beautiful moments, perfect life"

Date: 16th July, 2011 Ref: Emamicity/Sales/272 Contraction of the second

Sanjeev Jhunjhunwala (HUF) 77/79 SRI ARIVAND ROAD SALKIA HOWRAH-711106 West Bengal

Co-Applicant Name:

### ALLOTMENT LETTER

Sub: Allotment of FLAT/UNIT No. c1-204 (3 BHK) in "Block - c" at EMAMI CITY, 2 Jessore Road, Kolkata - 700028. (Customer Code No. c1-204)

Dear Sir,

In terms of your application dated May 27,2011 for booking of a flat/unit in "Block-c" at EMAMI CITY, 2 Jessore Road, Kolkata, we are pleased to allot you flat/unit no. c1-204 One Basement at EMAMI CITY, 2 Jessore Road, Kolkata. We are pleased to enclose herewith the Demand letter for allotment of your unit amounting to Rs. 1218009/- for payment thereof. The terms and conditions of such allotment are detailed out in the application and this allotment is subject to the terms and conditions mentioned in the said application form.

This allotment is in accordance with the terms and conditions of Agreement to be executed in terms of the application form and to be signed by you and the payment plan for balance amount is attached herewith for the same and marked as Annexure.

The above allotment is subject to realization of the cheque/Draft paid by you as application money.

Please quote your Customer Code number as mentioned above for all your future correspondence.

Thanking You,

Yours truly

For Emami Realty Limited

(Authorised Signatory) Encl: (i) Demand Letter

(ii) Annexure

emamirealty limited



### DEMAND LETTER

"Beautiful moments, perfect life"

Sl. No: 272/16th July, 2011

M/s. Sanjeev Jhunjhunwala (HUF) 77/79 SRI ARIVAND ROAD SALKIA HOWRAH-711106 West Bengal

Customer Code: c1-204 Project: Emami City Unit No: c1-204 Approx Area: 1871

Dear Sir,

We wish to inform you that your following amount is falling due on the dates indicated against the event listed under:

Sl.No.	Description	Due Date	Amount Due (Rs.)	Service Tax as applicable	Total (Rs.)
	ON ALLOTMENT		(10.)	аррисаріс	
→ A	20% on Basic Price	7	1272280/-	32762/-	1305042/-
В	20% on Floor Height	10	5613/-	579/-	6192/-
C	20% on Location PLC		37420/-	3855/-	41275/-
D_	20% on Car Parking	.57	60000/-	3000/-	60000/-
E	50% of Legal Fees	3	5500/-	-	5500/-
F	Receivable (A+B+C+D+E)	200	3		1418009/-
G	Adjustment -Application Money			1. 10	200000/-
Н	Total Receivable (F-G)	245	3-1	1112	1218009/-

You are requested to kindly remit Rs. 1218009/- on or before Due Date.

Payments may please be made by Bank Drafts or A/c payee cheque favoring "Emami Realty Ltd", payable at Kolkata only. You may also remit payment through RTGS (Real Time Gross Settlement) facilities to the following account:-

Name of the Organisation

: EMAMI REALTY LIMITED

Banker

: ICICI Bank Limited

Branch

: 20 Sir R.N.Mukherjee Road, Kolkata-700001

Account No. IFSC Code : 000605013763 : ICIC0000006

...

Thanking You,

Yours truly,

For Emami Realty Ltd.

Authorised Signatory

Service Tax Registration No. AABCE6823BSD001

emami realty limited

regd. office: 'emami tower', 687 anandapur e. m. bypass 2nd floor, kolkata 700107 India phone; 91 33 6613 6238-6240 fax: 91 33 6613 6249 e-mail: info@emamireally.com



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### Annexure

Customer Code

: c1-204

Customer

: M/s. Sanjeev Jhunjhunwala (HUF)

Joint Holder

Description of Flat

Flat No.

: c1-204

Type of Flat

:3 BHK

Approx Area (sqft.)

: 1871 sqft

Breakup of Rate

A. Base Price

: @ Rs. 3400 /- per sqft i.e. Rs.6361400 /-

B. Floor Height

: @ Rs. 15/- per sqft i.e. Rs. 28065 /-

C. Location PLC D. Car Park : @ Rs. 100 /- per sqft i.e. Rs. 187100/-: 1 No. at Basement @ Rs 300000/-

I. Flat value (A+B+C+D) : Rs. 6876565/-

Payment Schedule

1 ayment schedule			
Sl. No.	Event	Amount to be paid	
1	On completion of foundation	10% of Flat Value	
2	On completion of 2nd Floor	10% of Flat Value	
3	On completion of 5th Floor	10% of Flat Value	
4	On completion of 8th Floor	10% of Flat Value	
5_	On completion of 11th Floor	10% of Flat Value	
6	Completion of Brick Work	10% of Flat Value	
7	On completion of Plaster Works	10% of Flat Value	
8	On Intimation of possession	10% of Flat value + Extras & Deposits as mentioned below under the head II	
9	Servants Quarter	To be charged extra subject to allotment	

II. Extras & Deposits

a	Club Membership	Rs 60/- per sq ft
ъ	Utility charges such as DG Connection, electricity etc	Rs 75/- per sq ft
С	Legal charges-Balance 50%	Rs 5500/- per flat
d	Sinking funds	Rs 25/- per sq ft
e	Interest Free Municipal Tax Deposit (IFMD)	Rs 1.50/- per sq ft x 12 months= Rs 18/- per sq ft
f	Interest Free Maintenance Security (IFMS)	Rs 1.50/- per sq ft x 12 months= Rs 18/- per sq ft
g	CESC meter and connection charges	On actuals
h	Stamp duty, Registration Charges, Incidental Expenses, Govt Taxes and levies, any other charges	As applicable

III.Taxes both present and future as applicable such as Service Tax, Value Added Tax etc. shall be paid as and when demanded by the Company.

IV. Above Payment Schedule, Terms & Conditions or any other detail can be changed altered and/or modified at any time at the sole discretion of the Company.

-guelly

emami realty limited

regd. office: 'emami tower', 687 anandapur e. m. bypass 2nd floor, kolkata 700107 india phone: 91 33 6613 6238-6240 fax: 91 33 6613 6249 e-mail: Info@emamirealty.com



Serial Number

201

Please fill in relevant portions of the APPLICATION FORM for Individual/Joint or Other Entity

Strike out portions that are not applicable and deposit the APPLICATION FORM in the below mentioned address

# CITY

"Beautiful moments, perfect life"

Emami Realty Limited Emami Tower, 2nd Floor 687, Anandapur, E.M. Bypass Kolkata - 700107 West Bengal India

For office use only

Janjeer Thunghundalla (4101)

Page 1 of 12

### FIRST APPLICANT:

Mr./Mrs./Ms SANJEEV THUNDHUNWALA. (HUF)
S/W/D OF SHRI KIRTI KUMAR JHUNJHUNWALA
Guardian's Name (If Minor)
Nationality & Residence Status INDIAN . Date of Birth 22-08-1968
Anniversary Date
Occupation: Service ( ) Professional ( ) Business
Student ( ) House Wife ( ) Any other
(Please specify)  Number of family members
MAILING ADDRESS:
CityCountry
Phone:ISD/STD Code
PERMANENT ADDRESS:
77/79, SRI ARAVINDA ROAD, SALKIA.
City HOWRAH Pin 711106. Country INDIA.
Phone: 9433099527/9330992864SD/STD Code
DFFICE NAME & ADDRESS
SANDAY STEEL CORPORATION, 100, N.S. ROAD.
ity_KOLKATA. Pin 700001. Country_INDIA.

Page 2 of 12



Fax	E-Mail	
PAN		
	Til	*
II. JOINT APP	PLICANT:	
Mr./Mrs./Ms		Please affix a
S/W/D of		11527755575575757
Guardian's Na	me (If Minor)	photo
r.	ALCO OF BEHIND PROFITED	
	Residence Status Date of Birth	
Anniversary Da	pateDate of Birth of Spouse	Please affix a recent
Occupation:	Service ( ) Professional ( ) Business	passport size photo
	Student ( ) House Wife ( ) Any other(Please spec	
Number of fam	nily members	-3h
	mil mannage	

Page 3 of 12



MAILING ADDRESS:				
City	Pin		Country	
Phone:		. ISD/STD Code		
PERMANENTADDRESS: 77/79, SRI AR				
city_HONRAH	Pin	711106,	Country	INDIA
Phone:		. ISD/STD Code		
officename&address: Sanday Steet 109 Netadi S				
City KOLKATA				
Contact No.: Office	Residen	ce	Mobile	9433009527,9
ax				
AN AGEHS 53 ILQ W				
II. NOMINEE/NOMINEE(S):				
lame		Address		
G1116				
ECLARATION BY NOMINEE / NOMI		Pa		
HAT I/We accept and agrees to liottee/Allottee(s).	abide by the	terms and cond	litions which	are applicable to the
		*		
gnature of Nominee 1		Signature of the N	lominee 2	

Page 4 of 12



Name of the organ	ization		SANDEEV	7,	+	UN:	11-1	v	NWALA (HUF)
Status			Proprietorship Firm						
ý			Partnership Firm						
Date and Place of ir	corpo	ratio	on 01-04-	190	>	Ŧ.,	AT	}	SOLKATA .
Registered/Head C	ffice a	ddre	ess 77/79, SF	11. F	۱ŗ	RA&I	ND	A	ROAD, SALKIA,
cityHowr	\H	S	tate MB.	Cc	ur	itry	٦r	ıD	1A . Pin/Zip 711106 .
Name of authorize	dsigna	tory	with designation	KA	RI	Α,	٤	re	xl 7-rade"

Flique Mobile 9433099 527 Fax Email 10

IV. OTHER ENTITY:

Document required: Board Resolution of the Company, Articles of Association, Memorandum of Association, copy of Pan Card of the Company.

# ADDITIONAL INFORMATION (PERSON OF INDIAN ORIGIN)

Details	Sole / First Applicant	Joint Applicant
Nationality		
Native place in India		
Passport (Please strike the inappropriate one)	Indian Foreign	Indian Foreign
Place & Date of issue		Totelgii
Contact person in India, Address of correspondence with contact details		
NRO Account with name of `bank & branch		
NRE Account with name of bank & branch		
FCNR Account with name of bank & branch		

Page 5 of 12



### APARTMENT PREFERENCE

Tower Number	C-1 Floor Number C2 C4 Apartment Type	. 0204
Size	1 159 /1 Rate R5 3400 1 100 115 ( BSP+ PLC	1 Histor)-1953 3515
Car Park(s)Ba	asement/Ground Floor Covered/Ground Floor Open	
PRICE: Rs	& CAR PARK RS	
CLUB CHARGES R	RsSERVANT QUARTERS Rs	***************************************
TOTAL SALE PRICE	E Rs.	
EXTRA SCHEDULE	E CHARGES	
÷€	Estrical .	-
PAYMENT DETAIL	500	3
Payment Plan	_S: ( ) Down ( ) Instalment	
Application Mone	y ₹(Rupees	
	) Cheque/DD/PO No.	
In favour of "Emam	ni Realty Limited", payable at Kolkata	

Page 6 of 12



### APPLICATION FORM FOR ALLOTMENT OF A RESIDENTIAL APARTMENT IN EMAINICITY

Reference No.
Application Form No
To EMAMI REALTY LIMITED, Emami Tower, 2nd Floor
687, Anandapur, E.M. Bypass Kolkata - 700107 West Bengal, India
Dear Sir,
I/We am/are interested of getting myself / ourselves enrolled as an applicant for allotment of a residential
apartment in Tower no
is likely to have a super built up area of
Kolkata - 700074.
1/We am/are enclosing herewith a pay order/demand draft/account payee cheque No
datedpavable at
Bank, Branch, Kolkata for
₹
enclosed.
I/We acknowledge that there is no commitment on your part in allotment of the residential apartment
intended to be acquired by myself/us in as much as it is subject to availability and allotment by you.
Yours faithfully, .
For SANJEEV JHUNJIUNWALA (H.U.P.)
Karto
# ( 94)

Page 7 of 12



I/We confirm that I/We have read and understood the meaning and purport of the Application Guidelines for making this application which are:

- This Application Form is being submitted by me/us with the payment by demand draft/pay order/cheque of an amount of INR 2,00,000/- only (INR Two Lacs only).
- The acceptance of application money will not be construed nor entitle the applicant to claim as concluded contract nor entitle to claim only right over and in respect of any flat/unit.
- The allotment, if made will be entirely at your discretion. You shall, however, be entitled to reject
  my/our application and refund the application money received, without interest, without assigning
  me/us any reason whatsoever.
- Iam/we are quite aware that the application are to be in conformity with the regulations governing the
  transactions for the acquisition of immovable property and it shall be me/our responsibility to ascertain
  and fulfill all regulatory requirements.
- 5. I/We confirm that the "Total Consideration" here and hereinafter shall comprise of, but not be limited by, Basic Price, Terrace/lawn Charges, PLC, Riser charges, Car Parking Charges, Servant Quarter Charges, Interest Free Maintenance Security, Interest Free Municipal, sinking fund deposit, Amenities Charges, legal charges and other charges as applicable and as decided by the Developer/Owner hereinafter, and the same, is fair reasonable and adequate and upon as concluded contract taking place, I/We shall regularly to and punctually make payment of the same.
- 6. I/We may withdraw my/our application money, at any time before you provisionally allot an Apartment against my/our application. In all such cases, however, I/we shall be entitled to refund of the application money already paid, without interest, and after deduction of ₹. 25,000/- (Twenty Five Thousand only) which you will be entitled to by way of "service charges" and I/we hereby confirm the same to be fair and reasonable.
- 7. If I/We fail to pay the due amounts to as and when becoming due of communication through letter/email of any sums due to you I/We will become liable to pay interest at the rate of 18% per annum for first three months of default, to you on the amount payable from its due date of payment. After expiry of 3 months, you shall at your discretion, become entitled to cancel the application, forfeit the delayed payment interest paid by me and refund balance of all amounts paid till then after deducting 5% (five percent) of the total price of the apartment ( flat value + Terrace/lawn charges, if any+ car park+ servants quarter+ club membership charges) and other charges payable till registration by way of administrative charges.

Page 8 of 12



- 8. Upon provisional allotment of an agreement to me/us, you will issue to me/us a letter along with the General Terms & Conditions (GTC)/Agreement to Lease for allotment and use of the apartment(s). I/we shall be required to sign the duplicate of the provisional allotment letter and return it to you in confirmation of my/our acceptance of the provisional allotment as also all the terms and conditions of the GTC/Agreement to Lease and Standard By Laws of the Township.
- 9. You will also be entitled to reject applications containing information that is incorrect or misleading even after you have made the provisional allotment. In such cases, we will refund me/us without any interest all amounts received till that date after deducting 5% (five percent) of the total price of the apartment (flat value + Terrace/lawn charges, if any+ car park+ servants quarter+ club membership charges) as penalty.
- The layout plans as shown in the Master Plan are all tentative and subject to change at your discretion and/or for obtaining the approval of the concerned authorities.
- 11. The layout plan, as may be amended and approved from time to time, shall supersede the proposed tentative layout plan that has now been made available and the plan as demanded shall automatically form a part of the Allotment Letter and the GTC/Agreement to lease without any further reference.
- 12. Any changes/alterations/conditions imposed by any competent authority at any stage while approving the proposed layout plans shall be binding on me/us as well as all the other Applicants without the requirement of any formal approval on consent from any of us for making any changes. If an application for provisional allotment of any Apartment is required to be cancelled for such change of plans, you will refund all amounts paid by the concerned Applicant but without any interest.
- 13. I/We, as well as the other Apartment Owners, will compulsorily have to become members of the proposed Club in Emami City upon payment of an admission fee to be decided by you and all taxes that may be payable on such admission fee. Besides an individual owner and his/her spouse, dependant parents and children will be entitled to use the Club upon payment of such deposits and/or user charges, for its facilities and periodical membership fees, as will be fixed by you from time to time.
- 14. I/We confirm that the apartment/flat is for my/our personal residence, I/We will not transfer our allotment for 18 calendar months following the date of the allotment. After this "lock-in" period. I/We may transfer the allotment subject to your approval and upon payment to you a nomination fee of Rs. 50 per square feet of total saleable areas until registration for the allotted apartment.
- 15. I/we will be free to withdraw my/our application and cancel the booking at any time after you issue the provisional allotment letter but before the possession of Apartment is made over. In such a case, you will refund the entire amount paid by me/us to you till the time of such withdrawal/cancellation without any interest but after deduction of 5% (five percent) of the Total Consideration payable till registration.

Page 9 of 12



### I/We hereby also declare and confirm that:

C

- I/We accept and agree to abide by the Application Guidelines mentioned above and the 'Price and Payment Schedule' to be prescribed by you.
- I/We have clearly understood that this Application Form for provisional allotment will not make me/us
  entitled to final allotment of any apartment even after you acknowledge the receipt of the Application
  Money and/or issue the allotment letter for an Apartment.
- 3. I/We further confirm that the application will be binding only after I/We accept, sign and return the Allotment letter with the General Terms and Conditions. Agreement to lease and Standard By Laws of the Township, on the standard format as may be provided by you and that such signing will not constitute for Agreement For Lease and that the allotment shall become final only upon my/our fulfilliment of all the conditions set out in the Allotment Letter, the General Terms and Conditions, the Standard By Laws of the Township and the full and final payment there under.
- 4. I/We further agree to sign and execute necessary documents as and when required by you.
- 5. If, however, I/we fail to execute and return the Allotment Letter/GTC/Agreement to Lease within the period prescribed therefore,, the allotment may be treated as cancelled at your sole discretion and I/we will be entitled to refund of the amount after deducting 5% (five percent) of the total price of the apartment ( flat value + Terrace/lawn charges, if any + car park + servants quarter+ club membership charges) and other charges payable till registration by way of administrative charges.
- 6. In the event I/We am/are allotted an Apartment, I/We unconditionally agree to pay all sums due in terms of the Price and Payment Schedule within the due dates of their payments as set out in the Allotment Letter and/or the GTC/Agreement to Lease and not dispute the cancellation, if made at your sole discretion, if I fail to pay any of the amounts due on time or violate any of the terms and conditions of the Allotment of the GTC.
- 7. I/We hereby give my/our irrevocable consent to become a member of the body of the Owners to be formed in accordance with the applicable laws and will be subject to other applicable statutory laws, rules and by-laws and execute necessary documents as and when required in conformity with the requirements stipulated by you.
- I/We solemnly declare and undertake to use the Apartment to be allotted to me/us for residential purposes only.

Page 10 of 12



- 9. I/We solemnly declare and undertake that I/We shall nominate one or more persons (the "Nominees") to be named in the Allotment Form or at any time after the Allotment Letter is issued but prior registration of the Transfer Deed, in the event of death of a single Allottee or of all the joint Allotees. The Nominee for all purposes, shall be deemed to be the Allottee, become liable for all the obligations and entitled to all the rights of the deceased Allottee, including without limitation, become liable to make all the payments that the deceased Allottee would have made, and only after making all the payments will become entitled to have the Apartment transferred in his/her favour and be entitled to the payments the deceased Allottee would have received in case of cancellation of the Allotment, for whatsoever reasons".
- 10. I/We hereby solemnly declare that all the foregoing statements are true to the best of my/our knowledge and that nothing relevant has been concealed or suppressed. I/We also undertake to inform you of any future changes related to the information and details shown in this Application Form.
- \*11. I/We have signed the Application hereinafter having read and understood its meaning and purport any hereby confirm and accept that all previous application Form/papers signed/delivered by me to you for the Apartment, if any shall stand void and cancelled after signing and delivering this Application Form to you.
- 12. I/We hereby confirm and declare that this application is a request and final contract to take place only when GTC/ Agreement to Lease is executed. The GTC/Agreement to lease will be such as will be prepared by your Advocates and I/We hereby undertake to accept the same and this acceptance is voluntary and without any pressure or coercion on your part.
- 13. I/We hereby further confirm and acknowledge that:-
  - (i) I/We have inspected the title in respect of the property and are fully satisfied in support thereof.
  - (ii) That I/We have also understood the terms and conditions of the Development Agreement and the right of the Developer to accept this application.
  - (iii) I/We have inspected the plan and acknowledge that the same is liable to be altered or modified.

Page 11 of 12



- (iv) Have satisfied myself/ourselves as to the location of apartment and the total area to form part of the same.
- (v) I/We hereby further declare that I/we will be governed by the terms and conditions of GTC, agreement to lease and Lease Deed which may be executed and will not rely upon any oral understanding or representations not anything which may be contained if any brochure or other papers.

Thanking you,

Yours faithfully,

FOI SANJEEV JHUNJHUNWALA (H.U.P.)

Karto

Signature of Sole/First Applicant

Signature of Joint Applicant

Name:

Name:

Place:

Place:

Date:

Date:

Page 12 of 12