

APPLICATION FORM – PLOT (Phase – II)

Serial Number

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

Strike out portions that are not applicable and submit the Application Form in the
below mentioned address



Shivpuri - Lalitpur Bypass Road
Near BHEL Township, Khailar, Jhansi (UP), Pincode - 284120

For Office Use Only:

Plot Number (applied for) _____

Direct: _____

Channel Partner: _____

Payment to be strictly made only by Account Payee cheque/DD/Pay Order/ RTGS in favour of

“ _____ ”

UPRERAPRJ374161 www.up-rera.in

Application For Provisional Allotment of Plot

To
Emami Realty Limited,
 Acropolis, 13th Floor,
 1858/1 Rajdanga Main Road,
 Kasba, Kolkata 700 107,
 West Bengal, India.

Dear Sir/s,

Please accept the Application form submitted by me/us at your office requesting to allot the Plot No. _____, Block No _____ in the 2nd Phase of the Project comprising of more or less 45.916 acres of land out of the total project land area measuring about 100 Acre lying and situated at Village Khailar; Tehshil: Jhansi; District Jhansi; Uttar Pradesh as having a Plot Area of approximately _____ sq. ft., _____ sq. mt. (hereinafter referred to as the Plot), to me/us in your project called 'Emami Nature'. I/we, having examined the tentative layout plan of the Township Project named as "Emami Nature", to be developed under lawful arrangement by M/s Emami Realty Limited. (hereinafter referred to as the "Promoter").

Applicant/s hereby remit a sum of Rs. _____/- (Rupees _____) vide Bank Draft/ Cheque No./Cash _____ dated _____ drawn on _____ payable at _____

being booking money for allotment of the Plot at your project called "Emami Nature".

Applicant/s particulars are given below:

Please affix a
 Recent passport
 Size photo

I. Sole/ First Applicant: (Please fill in block letters)

Mr/Mrs _____
 Son/Wife/Daughter of _____
 Guardian's Name (if Minor) _____ Relation _____
 Nationality _____ Residence Status _____ Date of Birth _____
 PAN No _____ Aadhar No _____
 Anniversary _____ Date of Birth (Spouse) _____
 Occupation Service () Professional () Business ()
 Student() House Wife () Any other _____
 Number of family members _____

Mailing/Corresponding Address:

City _____ Pin _____ PS _____

PO _____ State _____ Country _____

Phone _____ Mobile _____

Mail ID _____

Permanent Address:

City _____ Pin _____ PS _____

PO _____ State _____ Country _____

Phone _____ Mobile _____

Mail ID _____

Office Name & Address:

Name _____

Address _____

Designation _____

City _____ Pin _____ PS _____

PO _____ State _____ Country _____

Mobile _____ Mail ID _____

If Applicant is a minor please furnish proof of age of the minor and name and address of the natural guardian:

IT PAN / GIR No. (if any) : _____

Form 60 (in absence of IT PAN/ GIR No./NRI) :

Aadhar No. _____ (Please attach a copy)

II. Joint/ Second Applicant: (Please fill in block letters)

Please affix a
recent passport
size photo

Mr/Mrs/Ms _____

Son/Wife/Daughter of _____

Guardian's Name (if Minor) _____ Relation _____

Nationality _____ Residence Status _____ Date of Birth _____

PAN No _____ Aadhar No _____

Anniversary _____ Date of Birth (Spouse) _____

Occupation Service () Professional () Business ()
 Student () House Wife () Any other _____

Number of family members _____

Mailing/Corresponding Address:

City _____ Pin _____ PS _____

PO _____ State _____ Country _____

Phone _____ Mobile _____

Mail ID _____

Permanent Address:

City _____ Pin _____ PS _____

PO _____ State _____ Country _____

Mobile _____ Mail ID _____

Office Name & Address:

Name _____

Address _____

Designation_____

City_____ Pin_____ PS_____

PO_____ State_____ Country_____

Mobile_____ Mail ID_____

If Applicant is a minor please furnish proof of age of the minor and name and address of the natural guardian :

IT PAN / GIR No. (if any) : _____

Form 60 (in absence of IT PAN/ GIR No./NRI) :

Aadhar No. _____ (Please attach a copy)

Relationship with first applicant: _____

II. Third Applicant:

Please affix a
Recent Passport
Size Photo

Mr/Mrs/Ms_____

Son/Wife/Daughter of_____

Guardian's Name (if Minor)_____ Relation_____

Nationality_____ ResidenceStatus_____ Date of Birth_____

PAN No _____ Aadhar No _____

Anniversary_____ Date of Birth (Spouse) _____

Occupation Service () Professional () Business ()
 Student() House Wife () Any other_____

Number of family members_____

Mailing/Corresponding Address:

City_____ Pin_____ PS_____

PO_____ State_____ Country_____

Phone_____ Mobile_____

Mail ID_____

Permanent Address:

City_____ Pin_____ PS_____
PO_____ State_____ Country_____
Mobile_____ Mail ID_____

Office Name & Address:

Name_____
Address_____
Designation_____
City_____ Pin_____ PS_____
PO_____ State_____ Country_____
Mobile_____ Mail ID_____

If Applicant is a minor please furnish proof of age of the minor and name and address of the natural guardian :

IT PAN / GIR No. (if any) : _____

Form 60 (in absence of IT PAN/ GIR No./NRI) :

Aadhar No. _____ (Please attach a copy)

Relationship with first applicant : _____

Relationship with second applicant : _____

Contact detail of the person to whom All Correspondences would be sent:

Name: _____

Address: _____

Phone No: _____ Mail Id : _____

Nature of Bank Account (Please tick (v) the option): NRE ()/NRO ()/FCNR ()

Account No _____

Name of Bank and branch: _____

Details of Power of Attorney Holder (If other than in (1) above):

Name: _____

Address: _____

PO _____ PS _____

Phone _____ Mobile _____

IT PAN / GIR No. (if any) : _____

Form 60 (in absence of IT PAN/ GIR No./NRI) :

FOR NON-RESIDENT/PERSONS OF INDIAN ORIGIN APPLICANT(S) ONLY

	For Sole/First Applicant	For Second Applicant	For Third Applicant
Native Place in India:			
State:			
District			
Post Office			
Police Station			
Passport (Please ✓ one):	<input type="checkbox"/> Indian <input type="checkbox"/> Foreign	<input type="checkbox"/> Indian <input type="checkbox"/> Foreign	<input type="checkbox"/> Indian <input type="checkbox"/> Foreign
Passport Number:			
Place of Issue:			
Date of Issue:			
Country of Residence:			

Occupation: Employed Self Employed House wife Student

Others (Please Specify) _____

PIO Card No.(Person of Indian Origin) _____ OCI No. _____

Does the applicant hold any property in India? Yes Yes Yes
 No No No

If yes, please specify: _____

Address for correspondence in India: _____

City _____ Pin _____ State _____

Police Station _____ Post Office _____

Contact person in India for the Applicant(s):

Name: Mr./Ms./Doctor/Master: _____

Address for correspondence (Proof of address to be furnished) _____

City _____ Pin _____ State _____

Phone: _____ Fax: _____ Email: _____

i. (a) NRO Account No. _____

(b) Name of bank and branch _____

ii. (a) NRE Account No. _____

(b) Name of bank and branch _____

iii. (a) FCNR Account No. _____

(b) Name of bank and branch _____

IV. Other Entity:

Organisation's Name _____

Address of Registered/Head office _____

City _____ Pin _____ PS _____

PAN _____ CIN _____

State _____ Country _____

Type of organisation: Limited Company () Private Limited Company ()

Partnership firm () HUF () LLP () Others _____

Place and date of incorporation _____

Name of the authorised signatory with designation _____

Documents required: Board resolution of the board of director, articles of association, memorandum of association, pan card (copy)

DESCRIPTION OF APPLIED PROPERTY

I. For Plot:

Plot No _____ Block No _____

Location: Corner () Park facing ()

Double Garden facing () Park facing Corner plot ()

Measuring approximately _____ sq. ft. _____ sq. mtr.

Basic value (per sq ft/sq. mtr) Rs _____/-PLC Charges _____/-

EDC(per sq ft) _____/- Club Membership Fee _____/-, One time Electricity

and Water Feasibility charges _____/-. Plot development charges (persqft.) _____/-,

Legal charges _____/-Total Sale Value(TSV) _____/-

(Total Sale Value is inclusive of Basic Price, PLC charges, EDC, Plot development charges, Club Membership Fees and Legal charges)

The applicant understands that the rates as mentioned herein are only the total sale value excluding Interest Free Deposit, monthly maintenance charges, Stamp Duty, Registration Fee, applicable taxes and allied charges for execution and registration of Agreement for sale and Conveyance Deed will be additionally payable by the applicant /allottee as and when called upon by the Promoter.

(II) Payment Details:

Payment Plan Down () Time Linked ()

Advance money against booking Rs _____/-(Rupees _____)

Cheque/DD/PO No. _____ Dated _____

Drawn On _____ Bank, _____ in favour of "Emami Realty Limited"

(III) Loan Required: Yes () No () Self Payment ()

(IV) Favourite Newspaper: _____

(V) Favourite Magazine: _____

(VI) Favourite TV Channel: _____

(VII) How did you come to know about Emami Nature? _____

(VIII) Why did you choose this property?

a) _____ c) _____

b) _____

(IX) Purpose of purchase: Investment () Self Use ()

First Applicant _____

For-Emami Realty Ltd.

Second Applicant _____

(Authorised Signatory)

FOR OFFICE USE ONLY

1. Application received by: _____

2. Application accepted/ rejected: _____

3. Registration amount received vide Receipt No. _____ Dated _____

For Rs. _____ /-

4. Payment plan & additional charges confirmation at Annexure – A.

Tentative Plot No/. _____ Block No _____

Plot Area _____ (in sq.mtr.) _____ (in sq.ft.)

Place _____ Date _____

Details of Pricing:

Basic value (per sq ft/sq. mtr) Rs _____ /-PLC Charges _____ /-

EDC Rs _____ /- Club Membership Fee _____ /- , One time Electricity

and Water Feasibility charges _____ /-. Plot development charges Rs _____ /-

Legal charges _____ /-Total Sale Value (TSV) _____ /-

(Total Sale Value is inclusive of Basic Price, PLC charges, EDC, Club Membership Fees and Legal charges)

The applicant understands that the rates as mentioned herein are only the total sale value excluding Interest Free Deposit, monthly maintenance charges, Stamp Duty, Registration Fee, applicable taxes and allied charges for execution and registration of Agreement for sale and Conveyance Deed will be additionally payable by the applicant /allottee as and when called upon by the Promoter.

List of documents to be submitted:

Following copies of KYC documents are required to be submitted along with the Application Form

- A) In case of Individual and Joint applicants- PAN of the applicants, Address Proof (any one of Voters ID, Passport, Electricity Bill, Telephone Bill, Govt. of India Undertaking Bank's Passbook, or any other Government's certified address).
- B) In case of Limited and Private Limited Company- Memorandum and Articles of Association, Certificate of Incorporation, Latest Form 32, Latest Form 18, PAN of the Company, Board Resolution in favour of Signing Authority, PAN and Address Proof of Directors and Signing Authority.
- C) In case of Partnership Firm- Partnership Deed, Pan of the Partnership Firm, Declaration of Commencement of Business from the Partners, Authorization in favour of Signing Authority, Pan and Address Proof of the Partners.
- D) In case of HUF PAN Card copy of HUF and Karta, copy of Acknowledgement of Income Tax Return, Address proof of the Karta, Signature verification of the Karta, two copies of Photographs of the Karta.
- E) In case of Limited Liability Partnership (LLP)- PAN of the LLP, Board Resolution in favour of Signing Authority, PAN , Aadhaar and Address Proof of Designated Partner, Address proof of Registered Office.
- F) In case of Sole Proprietor of a Company- PAN of the Company, Certificate of Incorporation, PAN and Aadhaar of the Proprietor and Address Proof of the Proprietor. Address Proof of the Registered Office.

Source of Booking: _____

Real Estate Agent: _____

UP-RERA No. _____

Direct Booking: _____

Agreed and Accepted

I/we further agree to pay as per the Payment Plan (opted by me/us) as shown in the Payment Plan and/or as stipulated/ demanded by the Promoter, failing which the allotment will be cancelled and the earnest money along with interest, if any due shall be forfeited by the Promoter.

Terms and Conditions:

- a) The Applicant herein has verified and satisfied with the title of the owners and the Promoter in respect of the entire land comprising in the township project 'Emami Nature'. Applicant has also seen and verified and understood the specifications, sanctioned plan approved by Jhansi Development Authority and all other related drawings and documents after satisfying the applicant has dully agreed to the same.
- b) The Project EMAMI NATURE shall be developed/constructed in Phase manner as to be determined by the Promoter. The 2nd Phase of the Project comprising of land measuring about 45.916 acre which is clearly demarcated and specified in the sanctioned plan which is to developed together with all amenities and facilities, specifications by the Promoter to use and benefits of all the purchasers of all the phases of the entire project. Applicant hereby consents to the same.
- c) The applicant have clearly understood that this application does not constitute an Agreement for sale and applicant does not become entitled to the provisional and/or final allotment of Plot notwithstanding the fact that the Promoter may have issued a receipt in acknowledgement of the money tendered with this application. This application is only a request of the applicant/ (s) for the allotment of the Plot subject to acceptance of the Promoter at its sole discretion (EMAMI REALTY LIMITED), and does not create any right, interest, title whatsoever or howsoever in any manner on the applicants/(s).
- d) It is only after applicant signing and executing the Allotment Letter and agreement for sale, the allotment shall become final and binding upon the Promoter.
- e) The applicant have read and understood the details and terms and conditions of sale and other information/conditions stated in the Allotment letter, Agreement for Sale as reflected in the UP-RERA website. After being satisfied with the documents and/or information provided therein the applicant hereby accept and agree to abide by the same as also such other terms as may be framed by Emami Realty Limited in future. The applicant further agrees to sign and execute necessary documents as and when called upon by Emami Realty Limited.
- f) If, however, the applicant withdraw/cancel this application or fail to sign/ execute and return the Allotment Letter within fifteen (15) days from the date of its receipt by the applicant then the Promoter may at its sole discretion treat the application as cancelled and the booking advance money paid by applicant shall stand forfeited in entirety subject to deduction of the booking advance money.
- g) The applicant solemnly declares and undertakes to use the Plot to be allotted to for residential purposes only.
- h) The applicant in case a Non-Resident Indians/ Persons of Indian Origin do hereby declares that he/she/they/it shall use the Plot for residential purpose only .
- i) The applicant may withdraw the application at any time before entering into an Agreement for Sale in respect of the Plot specified and described hereinabove. The applicant further state that if he/she/they/it failed to execute and register Agreement for Sale as and when called for or within the period as prescribed herein, the allotment may be treated as cancelled at Emami's sole discretion under both circumstances the booking amount stands forfeited.
- j) The applicant agrees that the Plot shall be provisionally allotted and the Agreement for Sale of the Plot (AFS) shall be entered into only on the applicant remitting the booking and agreement amount as per opted payment schedule at the time of this Application Form. In the event of Emami agreeing to provisionally allot the Plot to the applicant agrees to pay further instalments of the total Consideration and all other dues as stipulated in the opted Payment Plan/ Agreement For Sale/ or as may be varied in accordance to the agreed terms and conditions as enumerated in the Agreement for Sale failing which Emami may in its discretion be entitled to cancel the allotment in accordance to the provisions of the Agreement for Sale subject to deduction of booking amount other applicable deductions.
- k) If the applicant after execution of the Agreement for Sale, fails to pay the due amounts to Emami as per the demand / intimation sent to the applicant through post or mail or courier service, the applicant will become liable to pay interest at the rate of Prime Lending Rate of the State Bank of India plus one per cent per annum or such rate to Emami on the amounts due and payable from the respective due dates of such payment till the

date it is paid in its entirety. If however, such payment is not made within a period of 60 days after the first default, Emami shall at its discretion, be entitled to cancel the application and refund all amounts received until then after deducting therefrom specified and described hereinabove, along with booking amount plus interest, brokerage charges plus applicable taxes, paid or payable. The applicant shall neither make, nor shall claim any claim for any damages, whatsoever, shall be tenable in the event of cancellation of the allotment.

- l) Upon the applicant making payment of booking amount and realization thereof an Agreement for Sale of the Plot specified and described hereinabove, containing the terms and conditions agreed between Emami and applicant, will be prepared, and applicant shall be required to sign and register the same on the day of issuance of such Agreement for Sale to applicant without any delay or demand, along with the payment as per the terms of the said Agreement for Sale.
- m) All statutory charges, taxes, cess, GST and other levies demanded or imposed by the concerned authorities shall be payable proportionately by applicant from the date of booking as per demand raised by the Promoter. Notwithstanding anything contains contrary hereinabove, applicant hereby understand that Applicable tax/GST (if applicable) shall be payable in accordance with the opted payment plan for payment of sale value of the said Residential Plot. If applicant fails to pay any of the instalments along with applicable GST of the sale value of the said Plot in timely manner, in such eventuality, the applicable unpaid service tax/GST shall be construed as unpaid sale value of the said Plot and applicant shall be liable to pay the due instalments along with due GST along with interest calculated @18 % per annum.
- n) Applicant agrees that he/she/it shall be entitled to receive possession of the said Plot only upon prior payment of all his/her/their dues including the total sale value of the said Plot and also upon due compliance with and/or performance of all the covenants, undertakings and obligations required to be complied with and/or performed on Applicant's part in pursuance of this Application, Allotment letter and the Agreement for Sale. The obligation to make over possession of the said Plot shall arise only thereafter.
- o) Emami will also be entitled to reject applications containing information that is incorrect or misleading even after the provisional allotment and/ or Agreement for Sale. In such cases, Emami will refund all amount paid till date after deducting 9% (nine per cent) of the Plot sale value specified and described hereinabove, being the Booking Amount, plus applicable taxes, interest accrued on delayed payment, brokerage paid in addition to all other charges and statutory charges as may be paid.
- p) Applicant hereby agrees and understands that not to transfer/assign/change of name of the said plot for the period of 6 months from the date of allotment (lock in period). After such lock in period, change of name of the allottee for the first time will not be against any monetary charges. However, thereafter, for each change of name/ transfer of name, the Promoter will be entitled to charge Rs. 75,000/- from the Allottee/s, even after deed of transfer, as the case may be.
- q) Applicant solemnly declares and undertakes that applicant shall transfer the name of the Allottee/ Allottees subject to norms laid down in respect of transfer of name and to be named in the Conveyance Deed or at any time after the execution of the Application, allotment letter and agreement for sale, but prior to registration of the Conveyance Deed. In the event of the demise of a single Allottee or of all the joint Allottees, the Nominees or any other person/persons, who can substantiate his/her/their being the legal heir/s of the deceased Allottee / Allottees shall be deemed to be the Allottee/s for all purposes and will become liable for all the obligations of and be entitled to all the rights of such deceased Allottee / Allottees. The Nominee/Successor shall without limitation, become liable to make all the payments that the deceased Allottee was obliged to have made, and only after making all the payments would the Said Nominee/Successor become entitled to have the said Plot 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.
- r) The applicant shall abide by all the laws, rules and regulations of the local body /State Govt. of UP and of the proposed body corporate, association of the allottee (as and when formed till then as prescribed by the developer) and shall be responsible for all the deviations, variations, violation or breach of any of the condition of law/by laws or rule and regulation after the completion of the said project. The plot shall be used for the purpose for which it is allotted.

- s) While construction /installation of any construction/fittings in the plot by the allottee, if any damage is caused to the other plot, such damage shall be repaired by the allottee at his/her own cost and in case of neglect the promoter and/or maintenance agency shall carry the necessary repair and recover the cost from the allottee for such damage.
- t) Emami Realty Limited reserves its right not to consider this application and also the right to allot the Plot to any other person, without any obstruction/intimation to/ from the applicant/ or any other person, claiming the right and interest through him/her/them/it before issuing the Provisional allotment letter.
- u) Emami Realty Limited at its absolute discretion shall be entitled to reject and or cancel this application without assigning any reason whatsoever or howsoever to the applicant and or EMAMI REALTY LIMITED may allot another Plot in lieu of the Plot applied for.
- v) In case of applicant/(s) non-acceptance of the allotment offer towards the allotment from Emami Realty Limited within 15 days from the date of receiving the communication of provisional allotment offer/letter, the booking amount will be forfeited as cancellation charges. Applicant herein consents to such forfeiture on account of cancellation charges.
- w) Any changes/directions/conditions/modifications/amendment imposed and /or directed by any of the competent authority/development authority at any stage of construction shall be binding on applicant as well as all other applicants who have signed similar application forms, without the requirement of any formal written approval or consent from applicant for making such changes modifications/amendment. If an application for provisional allotment of any Plot is required to be cancelled for such change of plans, Promoter will refund all amounts paid by the applicant. However, no interest would be payable on such amount/ amounts.
- x) All payments shall be made in favour of “Emami Realty Limited”.
- y) The applicant/(s) acknowledge/(s) that the allotment of said plot will be subject to such terms and conditions as may be provided at the time of Provisional allotment/agreement for sale. Applicant herein consents to abide by those terms and conditions.
- z) Interest on late payment of the amount payable upon the allotment of the Plot as specified in the Payment Plan will be realized as per the interest rate equivalent to rate equal to MCLR (Marginal Cost of Lending Rate) of State Bank of India +1% unless provided otherwise under the Rules, from the expiry of the due date of payment. Applicant herein undertakes to make such payment on account of interest due to non-payment within time schedule as may be prescribed.
- aa) The maintenance, upkeep, repairs, security, landscaping and common services etc. of the said Project shall be managed by the Promoter or its nominated Facility Maintenance Company (FMC), and the applicant shall pay, as and when demanded, the maintenance charges including interest free security deposit for maintaining and up-keeping the said township Project and the various services therein, as may be determined by the Promoter or the such nominated maintenance company appointed for this purpose. Any delay in making payment will render Applicant liable to pay interest @18% per annum. Non-payment of any of the charges within the time specified shall also disentitle applicant from the enjoyment of the common areas facilities/amenities and services.
- bb) Applicant hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Promoter/Maintenance Company from the date of commencement of maintenance services i.e. the date of offer of possession of the plot by the Promoter through Facility Maintenance Company in the said Project.
- cc) The promoter will provide a club in the project for use and benefit of all the allottee of all phases. All the allottees will be the member of such club subject to terms and conditions and payment of applicable fee and/or charges and monthly charges if any, as may be determined by the promoter and/or facility management company (FMC) from time to time.
- dd) The plot shall not be partitioned or divided in any manner whatsoever by the Applicant herein in all times in future and furthermore any part/portions of the plot cannot be sold by the Applicant to any third party in future.
- ee) The plot cannot be sold by the applicant in future in part to any third party and undertakes to sale the entire plot as whole, as the case may be subject to payment of applicable charges to the promoter as mentioned herein before. Applicant herein accepts the same.

- ff) Emami Realty Limited at its sole discretion holds the right not to sell the Plot specified and described herein to the Applicants belonging to different families and/ or entities. Applicant herein accepts the same.
- gg) The Applicant also agrees and confirms that the Applicant shall be allotted the Plot only according to the layout plan and building plan to be prepared by the Promoter and/or its architect which is to be sanctioned by the Jhansi Development Authority in due course of time for construction of dwelling unit on the said plot by the allottee.
- hh) All applicable taxes, levies, rents, stamp duty and registration charges and other applicable incidental expenses etc. would be borne by the Applicant.
- ii) Cancellation Terms: Deduction of (Booking amount + Applicable Taxes + Interest charges on delayed payment + Brokerage Paid)
- jj) If the Applicant fails to makeover the down payment as per the opted Payment Plan then cancellation terms shall be applicable and /or interest @SBIMCLR + 1% will be imposed upon the allottee for such non-payment as may be deemed fit and proper by the promoter.
- kk) The applicant hereby gives explicit consent to Emami Realty Limited that in the event of default in making over the down payment as per the Payment Plan, then in that such event an interest @SBIMCLR+1% will be imposed upon the applicant till the date of the payment of defaulting instalments and/or the promoter at its own discretion may cancel and/or reject the application for allotment of plot subject to deduction of booking amount + interest + brokerage paid + applicable taxes.
- ll) Penalty Clause – Applicant hereby agree to this Penalty Clause on bouncing of cheque issued by applicant/s for payment instalments due against the sale value of the plot or maintenance charges, and/or any other charges /dues, with the reference to Section 138 Negotiable Instruments Act 1881 (and any revision thereafter). Bouncing of payment cheques against any dues, to be paid to Emami Realty Ltd, at first instance Promoter will inform applicant for such incident reserving its right to issue a show cause notice and allow presentation of cheque to the banker immediately for release of payment without any charges. However, if any cheque bounced again, it shall invite penalty of Rs.500/- on account of bouncing of cheque including first instance with an interest @ 18% on additional delay from the date of instalments due shall be charged till the date it is paid to Emami Realty Ltd.
- mm) The promoter shall have the first lien and charge on the said Plot for all its dues and other sums payable by the applicant to the Promoter, if applicable. Loans from financial institutions to finance the said Plot may be availed by Applicant. However, availability of Loan/approval of the Project by the Financial Institution is not the pre-requisite/condition precedent of the allotment of the said Plot and applicant hereby agrees to pay the sale value of the aforesaid Plot according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/ Bank refuses to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further instalments/ dues.
- nn) In case the Promoter is forced to abandon the said Project due to force majeure including the situation wherein non-issuance of the NOC/Approvals by any of the Competent Authority and or any other circumstances or for any reasons beyond its control, the Promoter shall refund the amount, without any interest and or compensation, paid by the applicant upon compliance of necessary formalities by the Applicant as may be laid down by the Promoter
- oo) The Promoter shall endeavour to give possession of the Plot to the applicant as early as possible, subject to grace period of six months from the date of completion as declared and subject to force majeure circumstance and reasons beyond the control of the Promoter with a reasonable extension of time for possession subject to compliance and execution of all documentation formality as maybe laid down by the promoter and making of timely payment of instalments to the Promoter by applicant.
- pp) Applicant shall have no objection in case the Promoter creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be vacated/released before handing over possession of the Plot to applicant.

- qq) Applicant further confirms that this application will be effective only after applicant accept, sign the provisional allotment letter and execute the Agreement for Sale on the standard format of UPRERA as may be provided by Promoter and/or Promoter's Advocates without which this application will not confer any rights on applicant. The allotment shall become final only upon applicant's fulfilment of all the conditions set out in the Agreement for Sale and upon making the full and final payment as per the opted Payment Schedule contained in this application form and agreement for sale.
- rr) Applicant further agrees to sign and execute necessary documents as and when required by Promoter.
- ss) Applicant hereby give irrevocable consent to become a member of the body of the owners to be formed in accordance with the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 as applicable and will be subject to other applicable statutory laws, rules and by-laws and to execute necessary documents as and when required in conformity with the requirements stipulated by Promoter and to pay such charges, fees, expenses as may be incurred during the process of formation of such owner's association.
- tt) Applicant hereby confirms and agrees that applicant shall be jointly and severally liable for due compliance and fulfilment of applicant obligations in respect of purchase of the said plot. Applicant further agree that time for making payment of total sale value and other amounts as and when demanded by Promoter shall be of essence.
- uu) Applicant acknowledges that the Promoter has readily provided all the information and clarifications as were requisitioned by the applicant and that none of them have been influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written and/or oral made on Promoter's behalf or on behalf of Promoter's selling agents or otherwise including, but not limited to, any representations relating to the description or physical condition of the Township Project, the size or dimensions of the subject plot/ Project including all their physical characteristics, the services to be provided thereto, the facilities and/or amenities to be made available thereto or any other data except as specifically represented in this Application, Presentation/Brochure and/or Application Form and that the applicant/s has/have relied solely on his/her/their/its own judgment and investigation in deciding to acquire the said Plot and not by any oral or written representations or statements.
- vv) Applicant confirms to have full knowledge of all the relevant laws, rules, regulations, notifications etc. applicable to such projects in general and/or to the township Project in particular and the terms and conditions contained in this application and that applicant have clearly understood the respective rights, duties, responsibilities, obligations under each and every clause of this application.
- ww) Detailed terms and conditions of this application form shall form the integral part and also having binding effect of the Allotment Letter/ Agreement for sale which the applicant shall execute as and when required by Emami Realty Ltd..
- xx) Applicant shall furnish the complete address and e-mail ID registered with the Promoter at the time of booking and it shall be his responsibility to inform the Promoter through letter by Registered A.D. about all subsequent changes in his address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur there from. Further, Applicant hereby agrees that the Promoter shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Company.
- yy) Promoter is authorized to make all correspondence with or to the applicant at the address for correspondence or the registered e-mail id in records initially indicated in this application form, unless changed. Any change of address shall have to be notified in writing to promoter's office and acknowledgement obtained for such change. Applicant agree that all communication shall be sent by promoter to the details of the person whose name appears in the "Contact for Correspondence" in the Application Form shall for all purposes be considered as served on the Allotees / both Allotees, in case of application made by Joint Applicants.
- zz) To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by the applicant that reference shall be made to the detailed terms of the Allotment Letter/ Agreement for sale, the terms whereof have been seen, read and understood/accepted by the applicant.

aaa) It is specifically agreed by applicant that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Allotment Letter/Agreement for sale shall supersede over the terms and conditions as set forth in this Application Form. However, applicant shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter/ Agreement for sale in this regard.

bbb) Applicant hereby give explicit consent to Emami Realty Limited and their marketing agents to call, mail, courier, email or sms, all promotional contents/ reminders/ informations related to the above project's pre or post sales services, to Applicant's above mentioned address, email, phone nos. and mobile nos.

ccc) Applicant hereby confirm that that the Joint Applicants belong to the same family.

ddd) Emami Realty Limited, without prejudice, reserves it's all other rights and interest at all point of time.

eee) Applicant herein declares and undertakes to comply with all above referred clauses together with other terms and conditions, if any, as may be laid down, by EMAMI REALTY LIMITED at its discretion from time to time.

Signature of the Applicant/s

I/We do hereby agreed and accepted the clauses as mentioned herein above and signed this application.

Declaration:

I/we declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/we sought detailed explanations and clarifications from the Promoter and the Promoter has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed (his Application Form and paid the booking amount for allotment, I/we further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but limited to noncompliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application or against any Unit in relation to the said Plot.

Name of the 1st Applicant _____

Signature _____

Name of the 1st Applicant _____

Signature _____

Place _____

Date _____

ANNEXURE - REVENUE DETAIL
Payment Plan - A
Time Linked – Payment Plan – Plots

TOTAL SALE VALUE (TSV) = [Basic Sale Price (BSP) + Applicable Preferential Location Charges (PLC) + External Development Charges (EDC) + Club membership charges + One Time Electricity and water feasibility charges + Plot development charges + Legal Charges].	% of TSV
Advance against Booking	5%
Booking Amount to be paid within 15 days of advance payment against Booking	9% less advance against booking
Within 45 days of Booking	21%
Within 90 days of Booking	15%
Within 120 days of Booking	15%
Within 150 days of Booking	15%
Within 180 days of Booking	15%
On Offer of Possession	10%
On Offer of Possession	Interest Free Deposit (IFD) + Stamp duty + Registration Fee + GST + Any other Government charges , Levies , Taxes + any other allied charges as applicable
Note - Any extra provision of services will be charged extra , running maintenance cost/ charges as applicable to be paid extra to Facility Management company nominated by Promoter"	

Payment Plan – C
Down Payment Plan – Plot

TOTAL SALE VALUE (TSV) = [Basic Sale Price (BSP) + Applicable Preferential Location Charges (PLC) + External Development Charges (EDC) + Club membership charges + One Time Electricity and water feasibility charges + Plot development charges + Legal Charges]	% OF TSV
Advance against Booking	5%
Booking Amount to be paid within 15 days of advance payment against Booking	9% less advance against booking
Within 45 days of Booking	86%
On Offer of Possession	5%
On Offer of Possession	Interest Free Maintenance Deposit (IFMS) + Stamp duty + Registration Fee + GST + Any other Government charges , Levies , Taxes + any other allied charges as applicable
Note - Any extra provision of services will be charged extra , running maintenance cost/ charges as applicable to be paid extra to Facility Management company nominated by Promoter"	

Additional Charges

Preferential Location Charges (PLC)	Park Facing -5% Corner plot - 5 % Park Facing & Corner Plot - 7.5 % Double Garden Facing - 7.5%
External Development Charges (EDC)	Rs. 15/- sq ft. of plot area
Club membership charges	Rs 1,00,000/-
One Time Electricity and water feasibility charges	Rs.50, 000/-
Plot development charges	Rs. 30/- sq ft. of plot area
Legal Charges	Rs 15000/- per plot

Note:

- Above Payment Plan is applicable for the payment of **TOTAL SALE VALUE (TSV) = (Basic Sale Price (BSP) + Applicable Preferential Location Charges (PLC) + External Development Charges (EDC) + Club membership charges + One Time Electricity and water feasibility charges + Plot development charges + Legal Charges)**, Plus Govt Taxes, Plus Govt Taxes, Registration Fees + Applicable Stamp Duties, Levies and other allied charges as applicable will be payable as and when demanded.
- If at the time of Booking , any one or more of the Construction stages mentioned in the Payment Plan , has already been completed or commenced the total amount payable in respect of such stage (s) shall have to be paid within 45 days from the date of Booking
- Under the Construction linked payment plan, instalments will become due as per the construction status achieved at the site , irrespective of the serial order mentioned above
- Interest Free Deposit equivalent to Rs 15/- per sq.ft. of Plot area , will be taken at the time of Offer of Possession. Estimated monthly maintenance cost/charges as applicable to be paid extra to Facility Management Company nominated by Promoter.



Registered Office:

Acropolis, 13th Floor, 1858/1 Rajdanga Main Road, Kasba,
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