

APPLICATION FORM – VILLA (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, Jhanshi (UP), Pincode - 284120

For Office Use Only:

Villa on Plot Number (applied for) _____ Block No _____

Direct: _____

Channel Partner: _____

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

“ _____ ”

UPRERAPRJ398070 www.up-rera.in

Application For Provisional Allotment Of Villa

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 the _____ at your office requesting to allot the Villa on Plot no _____ Block no _____ at piece and parcel of land of 54.074 acres being the 1st phase of the entire Project land comprising an area of about 100 Acre lying and situated at Village Khailar; Tehsil: Jhansi; District Jhansi; Uttar Pradesh as having a Plot Area _____ sq ft _____ sq mt and having also built up saleable area of approximately _____ sq ft _____ sq mt and carpet area having approximately _____ sq ft _____ sq mt (hereinafter referred to as the **Villa**), to me/us in your project called 'Emami Nature'. I/we, having examined the tentative layout plan of the Residential 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 Advance money for booking for allotment of the Villa with 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 _____
State _____ Country _____
Phone _____ Mobile _____
Mail ID _____

Permanent Address:

City _____ Pin _____ PS _____
State _____ Country _____
Phone _____ Mobile _____
Mail ID _____

Office Name & Address:

Name _____
Address _____
City _____ Pin _____ PS _____
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 _____

State _____ Country _____

Phone _____ Mobile _____

Mail ID _____

Permanent Address:

City _____ Pin _____ PS _____

State _____ Country _____

Mobile _____ Mail ID _____

Office Name & Address:

Name _____

Address _____

City _____ Pin _____ PS _____

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 _____ 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 _____

State _____ Country _____

Phone _____ Mobile _____

Mail ID _____

Permanent Address:

City _____ Pin _____ PS _____

State _____ Country _____

Mobile _____ Mail ID _____

Office Name & Address:

Name _____

Address _____

City _____ Pin _____ PS _____

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 PROPERTY APPLIED FOR

A. 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 Value of Plot (sq ft) _____/-

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

B. For Built Up Vila:

Villa Type _____ with saleable area _____ sq. ft. approx /
 _____ sq mt approx, with carpet area of _____ sq.ft approx/
 _____ sq mt approx.. Total Construction Cost Rs. _____ per sq. ft. approx.

Total Sale Value (TSV) of Villa Rs _____/-

Total Sale Value of Plot with Villa (A+B) Rs _____/-

The applicant understands that the rates as mentioned herein are only the Total sale value excluding interest free deposit, monthly maintenance charges, other applicable taxes , Stamp Duty, Registration Fee, 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 () Construction Linked ()

Advance money for 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) _____
b) _____
c) _____

(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 Villa on Plot No _____ VillaType _____

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

Built up Villa area: Saleable area _____ sq mtr _____ sq ft

Carpet area: _____ sq mtr _____ sq ft

Place _____

Date _____

Details of Pricing:

A. 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 Value of Plot (sq ft) _____/-

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

B. For Built Up Vila:

Villa Type _____ with saleable area _____ sqft. approx /

_____ sq mt approx, with carpet area of _____ sq.ft approx/

_____ sq mt approx. Total Construction Cost @ Rs. _____ per sq ft. approx.

Total Sale Value of Villa _____

Total Sale Value of Plot on Villa (A+B) _____

List of document to be submitted:

Following copy 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, building materials, elevations, floor plans, sanctioned plan approved by Jhansi Development Authority all other related drawings and documents and after satisfying himself/herself/themselves 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 1st Phase of the Project comprising on land measuring about 54.074 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 to sell and applicant do not become entitled to the provisional and/or final allotment of Plot with Villa 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 and Villa 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 Provisional 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) The saleable area of the plot with villa as provided in the application comprises of the carpet area of the villa with plot along with common areas forming part of the said plot on which the villa is constructed.
- g) 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 money paid by applicant shall stand forfeited in its entirety.
- h) The applicant solemnly declares and undertakes to use the Plot with Villa to be allotted for residential purposes only.
- i) The applicant in case a Non-Resident Indians/ Persons of Indian Origin do hereby declares that he/she/they/it shall use the Plot with Villa for residential purpose only.
- j) The applicant may withdraw the application at any time before entering into an Agreement for Sale in respect of the Villa 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 below, the allotment may be treated as cancelled at Emami's sole discretion subject to deduction of the booking money.
- k) The applicant agree that the Plot with Villa shall be provisionally allotted and the Agreement for Sale of the Villa (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 with Villa to the applicant agree to pay further instalments of the total sale value 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 at its discretion be entitled to cancel the allotment in accordance to the provisions of the Agreement for Sale subject to deduction of booking amount and other applicable deduction.
- l) If the applicant after execution of the Agreement for Sale, fail to pay the due amounts to Emami as per the demand / intimation sent to the applicant through post/mail/courier service, the applicant will become liable to pay interest at the rate of MCLR of the State Bank of India plus one percent 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 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 herein 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.
- m) Upon the applicant making payment of booking amount and realization thereof an Agreement for Sale of the Plot with Villa 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.
- n) 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 GST (if applicable) shall be payable in accordance with the opted payment plan for total sale value of the said Plot with Villa. If applicant fails to pay any of the instalment along with applicable GST of the total sale value of the said Plot with Villa in timely manner, in such eventuality, the GST/Taxes shall be construed as unpaid sale value of the said Plot with Villa and Applicant shall be liable to pay the due instalments along with due taxes along with interest calculated @18 % per annum (or, as applicable).

- o) Applicant agree that he/she/it shall be entitled to receive possession of the said Plot with Villa only upon prior payment of all dues including the total sale value of the said Plot with Villa and also upon due compliance with and/or performance of all the covenants, undertakings and obligations required to be complied with and/or performed his/her/their/its part in pursuance of this Application, Allotment Letter and the Agreement for Sale. The obligation to make over possession of the said Plot with Villa shall arise only thereafter.
- p) Applicant agree/s Emami is also be entitled to reject applications containing information that is incorrect or misleading even after the provisional allotment have been made and/ or Agreement for Sale is executed. In such cases, Emami will refund all amount paid till date after deducting 9% (Nine per cent) of the Plot with Villa sale value specified and described hereinabove, being the Booking Amount, plus applicable taxes, interest paid on delayed payment, brokerage paid, in addition to all other taxes and statutory charges.
- q) Applicants hereby agrees and understand that not to transfer/assign/change of name of the said villa on plot for the period of 6 months from the date of allotment (lock in period). After such lock in period, change 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.
- r) Applicant solemnly declare and undertake 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, 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 with Villa 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.
- s) The applicant declares that after taking possession of the plot with villa, the applicant/allottee shall have no claim against the promoter/developer as regard to the quality of work/material, fitting and fixtures, area of the plot with villa or any other ground whatsoever and howsoever.
- t) The applicant shall abide by all the laws, rules and regulations, of the local bodies/authorities/State govt. of UP and of the proposed body corporate, association of buyers (as and when formed, till then as prescribed by the promoter/developer) and shall also be responsible for all the deviation, variation, violation or breach of any of the condition of law/by laws or rules and regulations after the completion of the said project including the 1st phase. The plot with villa shall be used for the purpose for which it is allotted.
- u) While construction/installation of any additional fitting/fixtures by the allottee in his/her plot with villa, if any damage is caused to other plot with villa, such damage shall be repaired by the allottee, at his own cost and also in case of neglect, the promoter and/or maintenance agency shall carry out the necessary repair and recover the cost from the allottee for such damage.
- v) Emami Realty Limited reserves its right not to consider this application and also the right to allot the Plot with Villa 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.
- w) 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 with Villa in lieu of the Plot with Villa applied for.
- x) 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.

- y) Any changes/directions/conditions/modification/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/modification/amendment. If an application for provisional allotment of any Plot with Villa is required to be cancelled for such change of plans, promoter will refund all amounts paid by the applicant. However, no interest/compensation would be payable on such amount/ amounts.
- z) All payments shall be made in favour of “Emami Realty Limited”.
- aa) The applicant/(s) acknowledge/(s) that the allotment of said plot with villa will be subject to such terms and conditions as may be provided at the time of Provisional allotment. Applicant herein consents to abide by those terms and conditions.
- bb) Interest on late payment of the amount payable upon the allotment of the Plot with Villa 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 plus 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.
- cc) 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 such nominated facility 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 facilities/amenities, areas and services.
- dd) Applicant hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Promoter/ Facility Maintenance Company from the date of commencement of maintenance services i.e. date of offer of possession of the plot with villa by the promoter.
- ee) 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.
- ff) The plot with villa shall not be partitioned or divided in any manner whatsoever by the Applicant herein in all times in future and furthermore any part or portions of the plot with villa cannot be sold by the Applicant to any third party in future.
- gg) The plot with villa cannot be sold by the applicant in future in parts to any third party and undertakes to sale the entire plot with villa 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.
- hh) Emami Realty Limited at its sole discretion holds the right not to sell the plot with villa specified and described hereinabove to the Applicants belonging to different families and/ or entities. Applicant herein accepts the same.
- ii) The Applicant also agrees and confirms that the Applicant shall be allotted the plot with villa only according to the already approved and / or to be sanctioned building plan/ lay out plan in accordance with Jhansi Development Authority.
- jj) All applicable taxes, levies, rents, stamp duty and registration charges and other applicable incidental expenses etc. would be borne by the Applicant.
- kk) Cancellation Terms: Deduction of (Booking amount + Applicable Taxes + Interest charges on delayed payment + Brokerage Paid)
- ll) If the Applicant fails to makeover the down payment as per the opted Payment Plan the cancellation terms shall be applicable.
- mm) 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 opted Payment Plan, then in such an event an interest @SBI MCLR + 1% will be imposed upon the applicant till the date of the payment of defaulting instalment and/or the promoter at it’s own discretion may cancel and/or reject the application for allotment of plot with villa subject to deduction of booking amount + interest /Brokerage charges + applicable taxes.

- nn) 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 with villa 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.
- oo) The promoter shall have the first lien and charge on the said Plot with Villa 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 with Villa 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 with Villa and applicant hereby agree to pay the total sale value of the aforesaid Plot with Villa according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/ Bank refuse to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further instalments / dues.
- pp) 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 the Competent Authority and/or any other circumstances/reasons beyond its control, the Promoter (Emami Realty Ltd) shall refund the amount, without any interest/compensation, paid by the applicant upon compliance of necessary formalities as may be laid down by Emami Realty Limited (Promoter).
- qq) The Promoter shall endeavour to give possession of the Plot with Villa 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.
- rr) 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 with Villa to applicant.
- ss) Applicant further confirm that this application will be effective only after applicant accept, sign 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 the Agreement for Sale.
- tt) Applicant further agrees to sign and execute necessary documents as and when required by Promoter.
- uu) 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.
- vv) 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 with Villa. Applicant further agree that time for making payment of all consideration monies and other amounts as and when demanded by Promoter shall be of essence.
- ww) Applicant hereby acknowledge that promoter (Emami Realty Ltd) has readily provided all the information and clarifications as were requisitioned by him/her/them/it and that none of them have been influenced by any architect's plans, Layout plans, sanctioned plan, 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 its 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 with

Villa/Township 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 applicant/s have/has relied upon solely his/her/their/its own judgment and investigation in deciding to acquire the said Plot with Villa and not by any oral or written representations or statements.

- xx) Applicant confirm 's to have full knowledge of all the relevant laws, rules, regulations, notifications etc. applicable to such Township Project 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
- yy) Detailed terms and conditions of this application form and have binding effect of the same shall form an integral part of the Allotment Letter/ Agreement for sale which the applicant shall execute as and when required by the Promoter (Emami Realty Ltd.).
- zz) Applicant shall furnish the complete address and e-mail ID registered with the Promoter (Emami Realty Ltd.) 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 applicant shall be responsible for any default in making payment/dues and other consequences that might occur there from. Further, Applicant hereby agrees that the Promoter (Emami Realty Ltd.) shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Promoter (Emami Realty Ltd.).
- aaa) Promoter is authorized to make all correspondence with or to the applicant at the address for correspondence or the registered e-mail ID in its records initially indicated in this application form, unless changed. Any change of address shall have to be notified in writing to promoter's (Emami Realty Ltd.'s office office) and acknowledgement obtained for such change. Applicant agree that all communication shall be sent by promoter (Emami Realty Ltd.) 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 Allottees / both Allotees, in case of application made by the Joint Applicants.
- bbb) 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.
- ccc) 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.
- ddd) 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.
- eee) Applicant hereby confirm that that the Joint Applicants belong to the same family.
- fff) Emami Realty limited, without prejudice, reserves it's all other rights and interest at all point of time.
- ggg) Applicant herein declare and undertake to comply with all above referred clauses together with other terms and conditions, if any , as may be laid down by the Promoter (Emami Realty Ltd) 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 this Application Form and paid the advance amount for booking for allotment, I/we further undertake and assure 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 Plot with Villa comprised within said Township Project "Emami Nature" including the Plot with Villa applied for in this application.

Name of the 1st Applicant _____

Signature _____

Name of the 1st Applicant _____

Signature _____

Place _____

Date _____

ANNEXURE - REVENUE DETAIL

Payment Plan - B

Construction Linked - Payment Plan – Plot with Villa

TOTAL SALE VALUE (TSV) = [(A) TOTAL VALUE OF PLOT = (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] + [(B) TOTAL CONSTRUCTION COST OF VILLA] TOTAL SALE VALUE = (A+B)	% 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 signing of Agreement	11%
Within 90 days of Booking	10%
On Commencement of Construction	10%
On Commencement of Plinth	10%
On Commencement of Ground Floor Slab	10%
On Commencement of First Floor Slab	10%
On Commencement of Mumty	10%
On Completion of Brick work	10%
On Completion of Flooring	5%
On Offer of Possession	5%
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 with Villa

TOTAL SALE VALUE (TSV) = [(A) TOTAL VALUE OF PLOT = (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] + [(B) TOTAL CONSTRUCTION COST OF VILLA] TOTAL SALE VALUE = (A+B)	% 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 signing of Agreement	86%
On Offer of Possession	5%
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"	

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/- sqft. of plot area
Club membership charges	Rs 1,00,000/-
One Time Electricity and water feasibility charges	Rs.60, 000/- (Including electric connection upto 2 KW.) & running cost will be extra.
Plot development charges	Rs. 30/- sqft. 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) of Plot + Applicable Preferential Location Charges (PLC) + External Development Charges (EDC) + Club membership charges + One Time Electricity and water feasibility charges + Plot development charges + Legal Charges + Construction cost of villa)**, 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,
Kolkata 700 107, West Bengal, India

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