

## Application for Allotment – JOYVILLE

Application No.: \_\_\_\_\_

Date of Application: dd / mm / yyyy

### Instructions to fill:

1. Kindly complete this Application Form in **BLOCK** letters.
2. All fields marked with an ‘\*’ are mandatory.
3. Please go through all the Terms and Conditions mentioned in this Application Form.
4. All Applicant(s) are required to sign all the pages of this application and “Cost Sheet” as attached, along with the Joint Applicant(s) wherever specified; please do not sign on any incomplete form/ page(s).
5. Please **Avoid “Overwriting”** – Kindly countersign in case of any overwriting / changes.
6. Please **DO NOT** staple the photograph or fold this Application form.

### 1. First/ Sole Applicant Details\*

- a) **Name\***: \_\_\_\_\_
- b) **Date of Birth\***: dd / mm / yyyy
- c) **Son / Daughter / Spouse of \***: \_\_\_\_\_
- d) **Profession\***: \_\_\_\_\_
- e) **Nationality\***: \_\_\_\_\_
- f) **Religion**: \_\_\_\_\_
- g) **Permanent Account No. (PAN)\***: \_\_\_\_\_
- h) **Marital Status**:  Married  Single
- i) **Wedding Anniversary**: dd / mm / yyyy

First/ Sole Applicant  
Photograph (Mandatory)

### 2. Joint/ Second Applicant Details (If any)

- a) **Name\***: \_\_\_\_\_
- b) **Date of Birth\***: dd / mm / yyyy
- c) **Son / Daughter / Spouse of \***: \_\_\_\_\_
- d) **Profession\***: \_\_\_\_\_
- e) **Nationality\***: \_\_\_\_\_
- f) **Religion**: \_\_\_\_\_
- g) **Permanent Account No. (PAN)\***: \_\_\_\_\_

Joint/ Second Applicant  
Photograph (Mandatory)

*Applicant(s) Signature*

### 3. Joint/ Third Applicant Details (If any)

- a) Name\*: \_\_\_\_\_
- b) Date of Birth\*: dd / mm / yyyy
- c) Son / Daughter / Spouse of \*: \_\_\_\_\_
- d) Profession\*: \_\_\_\_\_
- e) Nationality\*: \_\_\_\_\_
- f) Religion: \_\_\_\_\_
- g) Permanent Account No. (PAN)\*: \_\_\_\_\_

Joint/ Third Applicant  
Photograph (Mandatory)

### 4. In case of booking in Company's Name\*

M/s. \_\_\_\_\_ a "Public/Private Limited Company" within the meaning of the Companies Act, 2013 having its Registered Office at \_\_\_\_\_ holding Permanent Account Number \_\_\_\_\_ and bearing Corporate Identification Number \_\_\_\_\_ acting through its duly Authorized Signatory Mr/Ms. \_\_\_\_\_ authorized by Board Resolution dated dd / mm / yyyy.

### 5.(a) In case of booking of Partnership Firm

M/s. \_\_\_\_\_ a "Partnership Firm" registered under the Indian Partnership Act, 1932 having its Principal place of Business at \_\_\_\_\_ holding Permanent Account Number \_\_\_\_\_ comprising of the Partners namely, \_\_\_\_\_  
[Names of all the Partners should be mentioned] represented by Mr. \_\_\_\_\_ an Authorized Partner authorized by Letter of Authority dated dd / mm / yyyy.

### 5. (b) In case of booking of Limited Liability Partnership (LLP)

\_\_\_\_\_ a "Limited Liability Partnership" registered under the Limited Liability Partnership Act, 2008, having its Office/Principal place of Business at \_\_\_\_\_ holding Permanent Account Number \_\_\_\_\_ comprising of the Partners namely, \_\_\_\_\_  
[Names of all the Partners should be mentioned] and represented by Mr. \_\_\_\_\_ acting as one of the Partners of the said LLP.

Applicant(s) Signature

## 6. In case of booking in the name of a TRUST\*

\_\_\_\_\_ a "TRUST" within the meaning of the Indian Trust Act, 1882 and/or a "Public Charitable and Religious Trust" within the meaning of Section 12(1) of the Income Tax Act, 1961 as amended up to date under a Deed of Settlement/Trust Deed dated \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ holding Permanent Account Number \_\_\_\_\_ having its Office at \_\_\_\_\_, being represented by its present trustees namely \_\_\_\_\_

*[Names of all the Trustees should be mentioned]*

Or, \_\_\_\_\_ a "Society" registered under the West Bengal Societies Registration Act, 1961 holding Permanent Account Number \_\_\_\_\_, having its Registered Office at \_\_\_\_\_, being represented by its present President \_\_\_\_\_ (Name) and the Secretary \_\_\_\_\_ (Name).

## 7. Correspondence Address\*

Address\*: \_\_\_\_\_

City\*: \_\_\_\_\_ State\*: \_\_\_\_\_ Country\*: \_\_\_\_\_ PIN\*: \_\_\_\_\_

Post Office\*: \_\_\_\_\_ Police Station\*: \_\_\_\_\_ Landline No\*: \_\_\_\_\_

Mobile No.\*: \_\_\_\_\_ Email\*: \_\_\_\_\_

## 8. Permanent Address (If different from correspondence address)

Address\*: \_\_\_\_\_

City\*: \_\_\_\_\_ State\*: \_\_\_\_\_ Country\*: \_\_\_\_\_ PIN\*: \_\_\_\_\_

Post Office\*: \_\_\_\_\_ Police Station\*: \_\_\_\_\_ Landline No\*: \_\_\_\_\_

Mobile No.\*: \_\_\_\_\_ Email\*: \_\_\_\_\_

I/ We would like all communication to be sent to\*:  Correspondence Address  Permanent Address

*Applicant(s) Signature*

## 9. Office Details\*

Organisation\*: \_\_\_\_\_ Designation\*: \_\_\_\_\_

Office Address\*: \_\_\_\_\_

City\*: \_\_\_\_\_ State\*: \_\_\_\_\_ Country\*: \_\_\_\_\_ PIN\*: \_\_\_\_\_

Mobile No.\*: \_\_\_\_\_ Email\*: \_\_\_\_\_

## 10. Financing Details\*

Self – Funding  Home Loan

## 11. Power of Attorney Details (if any)

a) Name of POA\*: \_\_\_\_\_

b) Relationship with the applicant\*: \_\_\_\_\_

c) Mobile No.\*: \_\_\_\_\_ Email\*: \_\_\_\_\_

d) Permanent Account No. (PAN)\*: \_\_\_\_\_

## 12. Source of Booking

- Exhibition  Referral  Direct  Channel Partner  Corporate  
 Employee  Website  Digital  Email  SMS/Whatsapp  
 Banner/ Hoarding  Print Ad  Others

Please specify Name/ Details\*: \_\_\_\_\_

## 13. Source Details\*

a) Name\*: \_\_\_\_\_

b) Organisation\*: \_\_\_\_\_

c) Mobile No.\*: \_\_\_\_\_ Email ID\*: \_\_\_\_\_

## 14. Details of Preferred Residential Flat\*

a) Residential Flat No.\*: \_\_\_\_\_

b) In Tower\*: \_\_\_\_\_ Floor: \_\_\_\_\_

c) Residential Flat Type\*:  1 BHK  1.5 BHK  2 BHK  2.5 BHK  3 BHK  
 Penthouse

d) Type of Car Park\*:  None  Open  Covered  Stilt

Applicant(s) Signature

e) Break up of Consideration Amount:

Heads	Super Built Up area (Sqft.) – A	Rate/ Sq ft. (Rs.) - B	Amount (Rs.) - A x B
Base Price			
Preferential Location Charges			
Floor Rise Charges			
Car Parking Charges			
Open Terrace (Sqft.) (If applicable)			
Consideration Amount			Total -

f) (i) Application Money\*: INR (In figures) \_\_\_\_\_ (In words) \_\_\_\_\_

via Cheque payable at par / DD / PO / NEFT / RTGS / NRE/ NRO No. \_\_\_\_\_

drawn on \_\_\_\_\_ Dated dd / mm / yyyy In favour of JSHPL– Kolkata Primary Account \_\_\_\_\_  
Branch.

(ii) Service Tax\*: INR (In figures) \_\_\_\_\_ (In words) \_\_\_\_\_

via Cheque payable at par / DD / PO / NEFT / RTGS / NRE/ NRO No. \_\_\_\_\_

drawn on \_\_\_\_\_ Dated dd / mm / yyyy In favour of JSHPL– Kolkata Service Tax Account \_\_\_\_\_  
Branch.

**15. Payment Plan**

Installments Payable on Milestone Completion	Percentage %
Application Money	5%
Allotment Money to be paid within 60 days	15%
Plinth or Ground Floor Slab Completion	10%
3rd Level Slab Completion	10%
6th Level Slab Completion	10%
9th Level Slab Completion	10%
12th Level Slab Completion	10%
15th Level Slab Completion	10%
Terrace Slab Completion	10%
Notice of Possession + 100% Other Charges	10%
<b>Total Amount Payable</b>	<b>100%</b>

Applicant(s) Signature

## 16. Checklist of documents submitted

### For Individual Applicants:

1. Passport size photograph(s) of all Applicant/s (to be affixed)
2. Copy of Passport(s)/Address Proof
3. Copy of PAN card(s)
4. Copy of OCI/PIO in case of foreign passport holder(s)

### For Companies:

5. Memorandum & Articles of Association
6. Board Resolution
7. Pan Card of the Company and Authorised Signatory
8. Photograph of the Authorised Signatory

### For Trust:

9. True Copy of the Trust Deed
10. Letter of Authority and/or Power of Attorney by all the Trustees  
In favour of one or more Trustee
11. Pan Card of the Trust and the duly authorised Trustee
12. Photograph of the duly Authorised Trustee
13. Certified to be true copy of the Resolution of the Board of Trustees

### For Society:

14. A true copy of the Memorandum and Regulations of the Society
15. PAN Card of the Society and PAN Card of the President/  
Secretary representing the Society
16. Photograph of the President and/or the Secretary
17. Certified to be true copy of the Resolutions of the members of the  
Executive Committee of the Society

### For Partnership Firm:

18. Copy of the Partnership Deed amongst the Partners
19. PAN Card of the Partnership Firm
20. Photograph of the duly authorised Partner or Partners
21. Partner's/s' Resolution, if any

### For Limited Liability Partnership (LLP):

22. Agreement of Limited Liability Partnership together with  
the Incorporation Certificate
23. PAN Card of LLP
24. PAN Card of the duly authorised Partner or Partners  
Signed for and on behalf of LLP
25. Photograph of the authorised Partner
26. Appropriate Resolutions for purchasing the Flat

## Definitions & Interpretations:

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

1. "Act" shall mean the West Bengal Apartment Ownership Act, 1972 and Rules and any statutory amendments and modifications thereof.
2. "Agreement" shall mean the "Agreement for Allotment and Transfer" to be executed inter alia, by and between the Applicant(s) and Joyville Shapoorji Housing Private Limited as per the standard format to be provided by Joyville Shapoorji Housing Private Limited after provisional allotment of the Flat.

*Applicant(s) Signature*

3. "Applicant(s)" shall mean the person(s) applying for an allotment of the said Residential flat whose particulars are set out in this prescribed Application for Allotment and who has/have appended his/her/ their signatures and acknowledged of having agreed to the terms and conditions of this Application for Allotment.
4. "Application" shall mean this application for provisional allotment of the said Residential flat situated near "Salap Junction", Police station Domjur, in the District of Howrah along with the terms and conditions contained herein.
5. "Applicable Laws" shall mean the Laws of India as applicable in the State of West Bengal including but without limitation to (i) any statute, ordinance, notification, laws, regulations or bye-laws or any rule or direction by any appropriate/competent authority; (ii) any licence, consent, clearance, permit, authorisation or other approval (and any condition attached thereto) of any government agency, public body or authority, local or national agency, department, ministry officials public or statutory persons (whether autonomous or not) which has appropriate jurisdiction and whether or not relating to the environment.
6. "Application Money" means 5% of the Consideration Amount for the said Residential flat paid by the Applicant to Joyville Shapoorji Housing Private Limited at the time of making this Application.
7. "Allotment Money" means 15% of the Consideration Amount for the said Residential flat paid by the Applicant to Joyville Shapoorji Housing Private Limited as per the prescribed payment plan.
8. "Advance Maintenance Charges" means the maintenance Deposit @ Rs. 3/- per sq. ft. per month of the Super Built-up Area of the said Residential flat to be paid by the Applicant as and when demanded, in advance for 12 months for the maintenance and upkeep of the said Residential Township.
9. "Consideration Amount for the Flat" means price of the said Residential flat, which is inclusive of lease instalment, PLC, FRC (if any), the charges for Car Parking Space(s) and Tax Deducted at Source wherever applicable. The consideration Amount does not include other amounts, charges, security amount etc., payable as per the terms of the Agreement, including but not limited to:
  - (i) Advance Maintenance Charges,
  - (ii) Stamp duty, registration fees as well as expenses for execution of the Agreement for Allotment and Transfer, Sub-Lease/Transfer Deed and/or final Indenture, which shall be borne and paid by the Applicant,
  - (iii) Charges for any additional car parking spaces other than the Parking Space(s) which will be charged at the then prevailing rate and will be offered subject to availability.
  - (iv) The maintenance charges, property tax, municipal tax on the Said Residential Township.
  - (v) Service Tax, Value Added Tax, Wealth Tax, GST, government rates, tax on land, fees of all and any kind by whatever name called on the Said Residential Township;
  - (vi) The cost of electricity, including electric fittings, fixtures, geysers, and electric meter and its connection, in the said Residential flat.
  - (vii) Association Formation Charges, Infrastructure Development Charges, One-time Club House Development Charge, Legal Service and Documentation Charges, Registration Fees - Standard User Charges, Commission Fees, Copy Writers Fee, Incidental Expenses and Corpus Fund Subscription.
10. "Force Majeure" means any event or circumstance or combination of events or circumstances beyond the control of the Company/Joyville Shapoorji Housing Private Limited which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the performance and/or ability of Joyville Shapoorji Housing Private Limited to perform obligations under this Application, which shall include but not be limited to:
  - i. Acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities;
  - ii. Explosions or accidents, air crashes and shipwrecks;
  - iii. Strikes or lock outs, Industrial Dispute;
  - iv. Non-availability of cement, labour, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
  - v. War and hostilities of war, riots, bandh or civil commotion;

*Applicant(s) Signature*



by Shapoorji Pallonji

- vi. The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
  - vii. Any event or circumstances analogous to the foregoing.
11. "FRC" shall mean Floor Rise Charges payable/ as applicable, as per the location of the said Residential Flat.
  12. "Joyville Shapoorji Housing Private Limited"/"the Company" in this Application shall mean Joyville Shapoorji Housing Private Ltd and/or its associates, group companies, subsidiaries etc.
  13. "Maintenance Agency" means Joyville Shapoorji Housing Private Limited or such other agency/body/company to whom Joyville Shapoorji Housing Private Limited may handover the maintenance and which shall be responsible for carrying out the maintenance of the said Residential Township.
  14. "Parking Space(s)" means open/ covered/ stilt car parking space(s) in the said Residential Township for the exclusive use of the Applicant which shall be allotted at a later stage.
  15. "PLC" shall mean preferential location charges payable as applicable, as per the Super Built-up Area of the said Residential Flat.
  16. "Project Land" means all that the leasehold land admeasuring 30.385 acres or thereabouts situated at Mouza Pakuria, Khalia and Baltikuri near "Salap More", in the District of Howrah, in the State of West Bengal.
  17. "said Residential Flat" means the residential flat applied for by the Applicant(s), details of which have been set out in this Application for Allotment.
  18. "Said Tower" means each individual tower located in the said Residential Township in which the said Residential Flat is located.
  19. "Residential Township" means the entire Residential Township located and/or situated near "Salap More", Police station Domjur, in the District of Howrah.
  20. "Said Roof/Terrace" shall mean the topmost accessible terrace of the said Tower which will be for the common use of all the occupants of that said Tower. However usage of the said Roof/Terrace will be guided by the Rules/Regulations as decided by Joyville Shapoorji Housing Private Limited / Maintenance Agency.
  21. "Super Built-up Area" shall mean all that the area from wall to wall externally forming part of the said Residential Flat as added by the balcony and other common amenities like corridors, stair case, lift room, motor room, security, servant room, meeting / community hall, gymnasium, roof/terrace, indoor games area and campus level infrastructure.
  22. "Taxes" shall mean any and all taxes payable by the Applicant(s) now or in future by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, municipal tax, panchayat tax, educational cess or any other taxes, charges, levies by whatever name called, in connection with construction of the said Residential Township and any other charges/ tax/ cess/ levies etc., that may be payable by the Applicant as per the Agreement and/or on demand by the Company, Joyville Shapoorji Housing Private Limited which amounts shall be payable by the Applicant in accordance with the terms and conditions of the Application/Agreement for Allotment and/or Transfer and/or as per demand raised by Joyville Shapoorji Housing Private Limited from time to time.
  23. For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes feminine gender.

*Applicant(s) Signature*

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## Terms and Conditions:

The terms and conditions governing this Application for Provisional Allotment of a Residential Flat at the said Residential Township- **Joyville**, located near "Salap More", Howrah are defined herein below. All Applicant(s) are required to sign all pages of this Application for Allotment as a token of their acceptance of the same.

1. I/ We are aware that the Company is seized and possessed of and/or otherwise well and sufficiently entitled to develop and allot residential flats at "**Joyville**" which is a **Residential Township** located near "Salap More", Howrah, and being developed on or part of the Project Land admeasuring 30.385 Acres or thereabouts situated at Mouza Pakuria, Khalia and Baltikuri, in the District of Howrah, in the State of West Bengal. The Land Lease was originally granted by Kolkata Metropolitan Development Authority (KMDA) in favour of Kolkata West International City Private Limited(KWICPL) for a period of 999 years commencing on and from 10<sup>th</sup> November, 2006 (hereinafter referred to as "the Head Lease") and Joyville Shapoorji Housing Private Limited, as a Sub-Lessee under KWICPL, in respect of the entire – super built up area to be constructed on the Project Land or on part thereof, has the full authority to grant sub-lease and/or under-lease and/or assign and/or transfer the flats developed in the said Residential Township at Mouza Pakuria, Khalia and Baltikuri situated near "Salap More", Police station Domjur, in the District of Howrah, which is constructed and/or caused to be constructed by Joyville Shapoorji Housing Private Limited.
2. I/ We agree to abide by all applicable laws including local laws, directions and notifications of the concerned statutory authority and the terms and conditions contained herein.
3. I/ We are aware that the expression "Allotment" wherever used herein, shall always mean "Provisional Allotment" and will remain so till such time of Execution and Registration of Sub-Lease Deed and/or final Indenture for Transfer of the said Residential Flat.
4. I/ We are aware that the layout and Residential Township/ Tower(s)plans, specifications of the tower(s) and the said Residential Flat are tentative and subject to variation. The area of the said Residential Flat may increase or decrease up to a maximum of (+/-) 3%.
5. Joyville Shapoorji Housing Private Limited will not entertain any request for modifications in the internal layouts, fittings/ flooring etc., of the said Residential Flat and also in the exterior façade of the said Tower(s). I / We also agree that any kind of tampering / modification of any structural components in the said Residential Flat is strictly prohibited as this may cause serious damage to the stability of the said tower(s).
6. I/ We agree that the Company shall have the right to create mortgage for raising funds by way of loans from any third party including any Bank/Financial Institution over and in respect of the Residential Township or any part thereof. Joyville Shapoorji Housing Private Limited shall ensure that the Residential Flat shall be free from all encumbrances subject however to the residuary right of Kolkata Metropolitan Development Authority (KMDA) and/or KWICPL and also except those created and/or agreed to be created by the Applicant(s) for payment of the Consideration Amount for the said Residential flat to Joyville Shapoorji Housing Private Limited. Joyville Shapoorji Housing Private Limited shall always have a prior charge over and in respect of any Residential Flat or part thereof for any amount outstanding and payable by the Applicant/Allottee to Joyville Shapoorji Housing Private Limited which has not been paid within due time. I/ We shall give my/ our express written consent to Joyville Shapoorji Housing Private Limited and in case the Applicant(s) does/do not provide his/ her/ their written consent within the said period then it shall be automatically deemed that I/ we have given his/her/ their consent.
7. All correspondence will be made with the Applicant(s) at the address for correspondence as indicated in Section 7 of this Application for Allotment, unless changed by the Applicant(s) by placing a formal request to Joyville Shapoorji Housing Private Limited.
8. I/ We agree to apply for a Residential Flat as per details provided by me/us within Section 14 of this Application for Allotment.

*Applicant(s) Signature*

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9. Only one individual can apply as First/ Sole Applicant and Joint Application is permitted only up to two individuals, excluding the First/ Sole Applicant.
10. The date of Allotment letter sent by Joyville Shapoorji Housing Private Limited will be considered as the date of Allotment for all relevant purposes for all the Applicant(s).
11. I/ We are aware that the Consideration Amount indicated in the "Cost Sheet" (*attached*) are exclusive of approximate charges towards Service Tax and TDS (Tax deducted at source), Corpus Fund Subscription (for the first twelve months), Advance Maintenance Charges (estimated for the first twelve months), Association Formation Charges, Infrastructure Development Charges, One-time Club House Development Charge, Legal Service and Documentation Charges, and Registrar Fees, as applicable. The rates and taxes are subject to revisions as per statutory requirement as may be applicable from time to time without any prior notice.
12. I/We agree that Stamp Duty, Registration Fees, Standard User Charges, Commission Fees, Copy Writers Fees, legal expenses and all Incidental Expenses in relation thereto as also any reimbursable expenses and / or any other Service Charges/ Taxes / Duties / Levies / Cess / Deposits existing or imposed in future by Government or any other Statutory / Appropriate Authorities whether prospectively or retrospectively as per statutory notification shall be borne and paid by me / us alone and Joyville Shapoorji Housing Private Limited shall never be liable, responsible and/ or required to bear and/ or pay the same or any part thereof.
13. I/ We are aware and agree that timely payment of balance Consideration Amount for the said Residential Flat, all other instalments and applicable charges, shall be the essence of Provisional Allotment.
14. I/ We agree that any delay in payment of the instalment towards the Allotment money payable within 60 days from the date of this Application for Allotment, will lead to an automatic cancellation/ rejection of this Application for Allotment with forfeiture of Rs. 50,000 paid by the Applicant(s) and the balance amount will be refunded to the Applicant within 60 days from the date of such cancellation.
15. I/ We agree to pay all other instalments/ payments with respect to the Residential Flat immediately within 21 days from the date of raising of such demand by Joyville.
16. I/We agree that In case of dishonour of any cheque payment made by the Applicant(s) all further payments have to be made via Demand Draft, NEFT or RTGS.
17. I/We agree that any default by me/ us in payment of the Instalments / other charges payable on or before the due dates, shall be construed as a breach of contract by me/ us and without prejudice to any other rights, the Company at its sole discretion/option may:
  - i. Continue with this booking and claim the amounts in default / arrears with interest at the rate of 18% Simple Interest per annum during the period of default i.e. from the due date made to the Company when default has occurred till the date of payment.
  - ii. In the event of any breach for more than 45 days, for whatsoever reasons, Joyville Shapoorji Housing Private Limited at its sole discretion shall be entitled to terminate this booking of the Residential Flat and forfeit as liquidated damages, Rs. 50,000 (Rupees Fifty Thousand only) before Execution of Agreement and 10% of the Consideration Amount as mentioned in Section 14 of this Application for Allotment, post execution of Agreement subject however to the payment of liquidated damages in circumstances as provided in the terms and conditions in 20 of this Application.
  - iii. Joyville Shapoorji Housing Private Limited shall thereupon be entitled to deal, in any manner, with the said Residential Flat, including transferring / Sub-leasing / Under-leasing the same to any third party on any terms and conditions it may deem fit, without any further reference to the Applicant(s).

*Applicant(s) Signature*

- iv. The Balance Instalment or any other moneys due to the Applicant(s), if any, after forfeiting 10% of the Consideration Amount, shall be paid by Joyville Shapoorji Housing Private Limited to the Applicant(s) within 60 days from the Date of Cancellation, without any interest.
18. In the event, the amount to be forfeited is more than the amount paid by the Applicant(s), then Joyville Shapoorji Housing Private Limited shall have the right to claim the difference between the amount paid and the liquidated damages from the Applicant(s).
19. I/ We agree that any deposit paid and/or cause to be paid by the Company and/or its superior to any statutory body for any service connections such as electricity, water supply, drainage, sewerage etc. for common area shall be borne by me/us in proportion of the area of the said Residential Flat. Joyville Shapoorji Housing Private Limited shall have the right to recover such deposits from me / us along with taxes / duties / levies / cess etc. (if applicable). The exact amount recoverable from me / us will be intimated by Joyville Shapoorji Housing Private Limited before handing over / possession of the said Residential Flat.
20. I/ We agree that after getting the provisional allotment letter, Joyville Shapoorji Housing Private Limited shall execute the Agreement for Allotment and/or Transfer within 30 days of communication from Joyville Shapoorji Housing Private Limited in this regard, failing which Joyville Shapoorji Housing Private Limited may at its sole discretion terminate and/or cancel the provisional allotment and refund the balance amount within 60 days from the date of cancellation and/or termination, subject however to the deduction of 10% of the Consideration Amount as and by way of liquidated damages, out of the amounts received from the Applicant.
21. Any requests for shifting of the said Residential Flat across Tower(s)/ Floor(s) will be treated as cancellation. The Applicant(s) can relocate to the new Residential Flat as per the then prevailing rates, subject to availability and at the discretion of Joyville Shapoorji Housing Private Limited.
22. The Applicant(s) agrees that all the provisions contained herein and the obligation arising hereunder in respect of the said Residential Flat shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent transferee/assignees/nominees of the said Residential Flat, as the said obligations go along with the said Residential Flat for all intents and purposes. Joyville Shapoorji Housing Private Limited shall endeavour and/or cause to endeavour to complete the construction of the said Residential Flat within a period of 40 months from the date Execution of the Agreement for Allotment and Transfer, excluding six months grace period. Joyville Shapoorji Housing Private Limited shall offer to handover possession of the said Residential Flat which should be taken over by the Applicant(s) within 30 days of issuing notice of possession. In the event of the failure to take handover, Applicant(s) shall be liable to pay holding charges to Joyville Shapoorji Housing Private Limited @ Rs. 5 per sq. ft. of the Super Built-up Area per month.
23. In the event Joyville Shapoorji Housing Private Limited fails to deliver the possession of the said Residential Flat within 40 months from the date of Execution of the Agreement for Allotment and Transfer excluding six months grace period, excluding any factor(s) beyond the control/ Force Majeure Conditions of Joyville Shapoorji Housing Private Limited, then in such event Joyville Shapoorji Housing Private Limited shall be liable to pay compensation @ Rs. 5 per sq. ft of the Super Built-up Area of the said Residential Flat per month till the date of receipt of Occupancy Certificate (OC). The same will be adjusted with the amount payable as demanded in the "Notice of Possession".
24. Parking space means type of car park such as Open Car Parking, Covered Car Parking and Stilt Car Parking space in the said Residential Township/ Tower(s) for the exclusive use of the Applicant(s) of the said Residential Flat.
25. The Agreement for Allotment and Transfer, Sub-Lease/Transfer Deed and/or final Indenture for the "Joyville Shapoorji Housing Private Limited Residential Township" will be drafted by the solicitors/ advocates of Joyville Shapoorji Housing Private Limited and shall be in such form and contain such particulars as may be approved by the relevant authorities/body.

*Applicant(s) Signature*

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26. I/ we agree that any request for changes, whatsoever, in the said Agreement for Allotment and Transfer, Sub-Lease/Transfer Deed and/or final Indenture will not be entertained, unless such changes are required to cure any gross mistake or typographical or arithmetical error.
27. The Applicant(s) will have to be present in person at the time of Execution of the Agreement for Allotment and Transfer, taking possession of the Flat, to appear before the concerned Registrar, if necessary, at the time of Registration of the Agreement for Allotment and Transfer, Sub-Lease/Transfer Deed and/or final Indenture on his/ her/ their favour and to admit execution of the document before the concerned Registrar and/or the Sub-Registrar as the case may be. In cases wherein the Applicant(s) are unable to attend in person for Execution of the Agreement for Allotment and Transfer, Sub-Lease/Transfer Deed and/or final Indenture, taking possession of the Flat and to appear before the concerned Registrar at the time of Registration of the Sub-Lease Deed and/or Transfer Deed and/or final Indenture of his/ her/ their Residential Flat, a Registered Power of Attorney (POA) in favour of his/ her/ their authorised representative may be submitted. The standard format of POA issued by Joyville Shapoorji Housing Private Limited need to be registered by the Applicant(s) and submitted to Joyville Shapoorji Housing Private Limited, at least one week before the date of Execution of Agreement for Allotment and Transfer, Sub-Lease/Transfer Deed and/or final Indenture, taking possession and Registration of the Sub-Lease Deed on his/ her/ their behalf.
28. "Parking Space(s)" means open/ covered/ stilt car parking space(s) in the said Residential Township for the exclusive use of the Applicant which will be allotted on first-cum-first serve basis at the time of booking a flat. The final car park numbering for each flat owner will be communicated by way of a draw of lots at the time of possession and endeavours shall be taken to ensure that the car park so allotted is located as near as possible to the residents tower.
29. In case of a Company, the Agreement for Allotment and Transfer and/or Sub-Lease Deed/final Deed of Transfer and/or Assignment may be executed by any Director duly authorised in that behalf pursuant to the Resolutions passed by its Board of Directors. The Company may also execute the Agreement and/or Sub-Lease Deed under its Common Seal pursuant to the appropriate Resolutions passed by its Board of Directors and in such case, Common Seal should be affixed in the presence of a duly authorised Officer(s) of the Company. In case of a Society, registered under the West Bengal Societies Registration Act, 1961, Agreement for Allotment and Transfer, Sub-Lease/Transfer Deed and/or final Indenture shall be executed by its Secretary and/or President authorised in this behalf and in both the cases, certified to be true copy of the Resolutions have to be submitted in advance with the authorised Officer of Joyville Shapoorji Housing Private Limited. In case of Partnership Firm or LLP, all the documents shall be executed by the Partners.
30. Upon receipt of the full Consideration Amount and other charges, Joyville Shapoorji Housing Private Limited shall execute and/or cause to execute a Sub-Lease Deed in favour of the Applicant and thereupon the Allottee, as the Sub-Lessee, will enjoy all the rights and benefits in respect of the said Residential Flat which he/she/they can transfer and/or assign in favour of any person or persons subject however to the Sub-Lessee's observing and/or performing certain terms and conditions more particularly mentioned in the Sub-Lease Deed which shall always be subject to the terms and conditions as contained in the Head Lease.
31. For Non Resident Indian, the Applicant(s) need to arrange to have the "Power of Attorney" duly attested by the Indian Embassy/Consulate in the country that he/ she/ they are residing. This document must be appropriately stamped by the Collector within 3 months upon receipt in India.
32. Upon withdrawal of this Application for Allotment by the Applicant for the said Residential Flat, before the Execution of Agreement for Allotment and Transfer, Joyville Shapoorji Housing Private Limited shall be entitled to forfeit as cancellation charges, an amount of Rs - 50,000/- (Rupees Fifty Thousand Only).
33. In case of cancellation by the Applicant, post execution of Agreement with regard to the said Residential Flat, 10% of the Consideration Amount shall be forfeited by Joyville Shapoorji Housing Private Limited. The balance amount, if any, shall be refunded to the Applicant within a period of 60 days from the Date of Cancellation. Joyville Shapoorji Housing Private Limited shall thereupon be entitled to deal, in any manner, with the said Residential Flat including Transferring / Sub-leasing the same to any third party on any terms and conditions it may deem fit, without any further reference to the Applicant(s).

*Applicant(s) Signature*

34. This Application for Allotment made by the Applicant is non-transferable although upon completion of 18 months from the date of execution of the Agreement for Allotment and Transfer allotment can be transferred with prior consent in writing of Joyville Shapoorji Housing Private Limited, subject to payment of transfer fee calculated @1% of the Consideration Amount.
35. I/ We have clearly understood that the Agreement for Allotment and Transfer, Sub-Lease/Transfer Deed and/or final Indenture upon its Execution and Registration shall supersede the terms and conditions set out in the Application for Allotment. In other words, if there is any inconsistency and repugnancy between the terms and conditions as contained in the Agreement for Allotment and Transfer, Sub-Lease/Transfer Deed and/or final Indenture, the terms and conditions as contained in the Sub-Lease Deed and/or Transfer shall always prevail and the Allottee shall enjoy the leasehold right in the said Residential Flat.
36. In order to provide necessary maintenance services, the maintenance of the Said Tower may be handed over to the Maintenance Agency or such other agency/ body/ company as Joyville Shapoorji Housing Private Limited may deem fit. The Applicant agrees to enter into a maintenance agreement with Joyville Shapoorji Housing Private Limited or the Maintenance Agency appointed by Joyville Shapoorji Housing Private Limited for maintenance and upkeep of the Said Tower (including common areas & facilities) and undertakes to pay the maintenance bills thereof. Joyville Shapoorji Housing Private Limited reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The Maintenance Charges shall become applicable/ payable from the date of taking possession of the Said Residential Flat/ expiry of 30 days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not.
37. The Applicant(s) shall indemnify and keep Joyville Shapoorji Housing Private Limited, its agents, representatives, estates and effects completely indemnified and harmless from and against all actions, claims, losses, damages, suits, proceedings, costs, charges and expenses which Joyville Shapoorji Housing Private Limited may suffer or incur or be subjected to for non-payment, non-observance or non-performance of the said covenants and conditions to be observed and/or performed by the Applicant(s) as mentioned in this Application.
38. I/ We have inspected and accepted the plans (as per the Brochure) and have complied with the provisional allotment of the said Residential Flat with the specific knowledge that the specifications (as per the Brochure), plans, designs, measurements, dimensions, location of the Said Residential Flat and all other terms and conditions mentioned in this Application are tentative and indicative in nature and are subject to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of Joyville Shapoorji Housing Private Limited and/or subject to changes by the competent authority or authorities.
39. In case the Applicant(s) is an NRI or non-resident / foreign national of Indian origin, the Applicant(s) agrees that the Applicant(s) shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (FEMA), rules and regulations of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc. and provide Joyville Shapoorji Housing Private Limited with such permissions, approvals which would enable Joyville Shapoorji Housing Private Limited to fulfil its obligations under this Application for Allotment. The Applicant(s) agrees that in the event of any failure on the part of the Applicant(s) to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant(s) shall alone be liable for any action under FEMA. The Applicant(s) shall keep JSHPL fully indemnified and harmless in this regard. JSHPL shall not be responsible towards any third party making payments, remittances on behalf of any Applicant(s) and such third party shall not have any right in this Application for Allotment, in any way, and Joyville Shapoorji Housing Private Limited shall issue the payment receipts in favour of the Applicant(s) only.
40. Joyville Shapoorji Housing Private Limited subject to the residuary right of its Lessor as also subject to the rights of the superior Lessor KMDA and/or Government of West Bengal reserves the right to transfer rights of the Said Residential Township in whole or in parts to any other entity such as body corporate/ partnership firm, association or agency whether incorporated or not, by way of transfer/assign/ disposal/ or any other arrangement as may be decided by Joyville Shapoorji Housing Private Limited in its sole discretion and without any intimation, written or otherwise, to the Applicant(s) and the Applicant(s) agrees that the Applicant(s) shall not raise any objection, in this regard.

*Applicant(s) Signature*

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by Shapoorji Pallonji

- 41. I/We am/are fully satisfied with the title of Joyville Shapoorji Housing Private Limited in respect of the Project Land and/or apartment/flats constructed and/or to be constructed thereon and I/we shall raise no dispute in future with regard to the title of Joyville Shapoorji Housing Private Limited.
- 42. I/ We agree that in case Joyville Shapoorji Housing Private Limited is unable to deliver the Said Residential Flat to me/us for use due to:
  - i. any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or;
  - ii. if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Residential Township or;
  - iii. if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or;
  - iv. due to Force Majeure conditions, then Joyville Shapoorji Housing Private Limited may cancel the allotment of the said Residential Flat and in such case Joyville Shapoorji Housing Private Limited shall only be liable to refund the amounts received from the Applicant, without any interest or compensation whatsoever.
- 43. All disputes/ differences relating or arising out of or in connection with the allotment of the said Residential Flat shall be mutually discussed and settled between Joyville Shapoorji Housing Private Limited and Applicant(s) respectively. However, disputes which cannot be settled amicably shall be finally decided and resolved by Arbitration in accordance with the provisions of the Arbitration & Conciliation Act 1996 and any subsequent amendments thereto. The matters requiring Arbitration will be referred to a sole arbitrator appointed by Joyville Shapoorji Housing Private Limited, at Kolkata / Howrah only. The proceedings of the arbitration shall be conducted in English and shall be construed as domestic arbitration under the applicable law.

**Note:**

- 1. A Provisional Allotment Letter will be issued post receipt of full Application money.
- 2. Stamp Duty & Registration Fees shall be payable by the Applicant(s) on actuals but well in advance before the execution and registration of the Agreement for Allotment and Transfer, Sub-Lease/Transfer Deed and/or final Indenture.
- 3. The Consideration Amount indicated in this Application for Allotment is subject to a periodic revision, at the sole discretion of Joyville Shapoorji Housing Private Limited.
- 4. Any other taxes/ levies/ charges etc., as and when demanded by Government/ statutory authorities, are payable by the Applicant(s) on demand.
- 5. The Consideration Amount, terms, conditions, stipulations and provisions as stated herein are merely indicative with a view to acquaint the Applicant(s) and not exhaustive.

**Declaration and Signature\*:**

I/ We the undersigned Applicant/s Sole/ First and Joint Applicant/s do hereby declare that the above mentioned particulars/ information given by me / us are true and correct to the best of our knowledge and belief and that no material fact has concealed therefrom. I/ We have gone through all the terms and conditions documented in this Application for Allotment and accept the same which shall ipso-facto be applicable to my/ our legal heirs and successors. I/We declare that in case of any concealment and/or misstatement in the particulars furnished as aforesaid, the Company shall be entitled to reject the Application for Allotment and the decision of the Company in this respect shall be final and binding. I/ We declare that in case of non-allotment of the said Residential Flat, my/ our claim shall be limited only to the extent of the amount paid by me/ us, (excluding taxes), in relation to this Application for Allotment.

Date: dd / mm / yyyy

Applicant(s) Signature(s):

Place: \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Attended by: \_\_\_\_\_

Signature \_\_\_\_\_

Approved by: \_\_\_\_\_

Signature \_\_\_\_\_