



ALLOTMENT LETTER

Customer Code: 427580

M/S. Express Food Services,
526, Arya Nagar,
Near Vishwanath Cinema, Suraj Ganj,
Itarsi, Madhya Pradesh-461111
Madhya Pradesh, India
contact nos. : 9300772440 ; 9819778505 ; 9300772442 ; 07572-241797 ; 07572-406022

Dear Sir / Madam,

Sub: Unit bearing No. 2202 admeasuring 108.05 sq. mtrs. carpet (equivalent to 1,163.05 Sq. ft.) on the 22nd floor in Tower T06 in the building known as "EMERALD ISLE" ("the said Unit"), proposed to be constructed on a portion land admeasuring approximately 49417.36 sq. mtrs. bearing Old survey no. 50 and City Survey nos. 117/A (pt.) and 117/B (pt.) situated in Village - Tungwa, Powai Estate, Mumbai.

1. By a Sale Deed dated 7th November 2009 executed between M/s. Smit Properties Pvt. Ltd. and Larsen & Toubro Limited ("the Developers") and bearing registration no. BDR 3/00163/2010, Larsen & Toubro Ltd. have acquired right, title and interest in all those pieces and parcels of land bearing Old Survey No. 50 and City Survey Nos. 117/A, 117 A/1 and 117/B in the village of Tungwa, Powai Estate in the Registration District and Sub-District of Mumbai City (hereinafter referred to as "the Larger Property").
2. On a portion of land admeasuring approximately 49417.36 sq.mt (hereinafter referred to as "the Said Property") out and from the Larger Property, we, Larsen and Toubro Ltd, are constructing a Residential project to be known as "EMERALD ISLE" (hereinafter referred to as "the said Project") consisting of residential Towers / Buildings (hereinafter referred to as "the Said Building").
3. You being desirous of acquiring premises in the Said Building have approached and requested us for allotment of the same in your favour. In this regard, you have undertaken your due diligence and are satisfied with regard to our title to the Said Property. You have also examined the sanctioned plans and approvals presently obtained by us with respect to the development of the Said Property. The development of the Said Property is subject to plans, applicable clearances and amendments thereto, which have been / may be approved by the concerned authorities with such variations and modifications as may be undertaken by us from time to time.
4. As desired by you and pursuant to your request, we hereby inform you that we agree to provisionally allot you premises/unit bearing no. 2202 on 22nd floor in T06 Tower with a carpet area admeasuring 108.05 square meters equivalent to approximately 1,163.05 sq.ft (hereinafter referred to as "the Said Premises") in the Said Building on the terms and conditions as stated herein. The transaction for the allotment of the Said Premises to you shall be concluded only on the receipt of the Sale Price (as defined herein below). We have agreed to allot to you and you have agreed to acquire from us the Said Premises on the basis of the carpet area only and the Sale Price agreed to be paid by you to us is agreed on the basis of the carpet area of the Said Premises.

M/s. Express Food Services

Signature

Partner

Larsen & Toubro Limited

L&T Business Park, Tower A, Gate No. 5, Saki Vihar Road, Powai, Mumbai - 400 072. INDIA

Tel: 1800 266 8383, Fax: +91 22 6705 8903, Email: emeraldisle@Larsentoubro.com, www.Larsentoubro.com

Registered Office: L&T House, N. M. Marg, Ballard Estate, Mumbai - 400 001. INDIA

L&T Realty is a brand of Larsen & Toubro Limited | CIN: L99999MH1946PLC004768

5. Based on the payment schedule as specified hereunder and agreed by you, the sale price of the Said Premises and subject to clause 22 (i) hereinafter, shall be **Rs. 3,67,58,825** (Rupees: **THREE CRORE SIXTY SEVEN LAKH FIFTY EIGHT THOUSAND EIGHT HUNDRED TWENTY FIVE**) (hereinafter referred to as "**the Sale Price**") and you shall pay the Sale Price to us in the following manner:

S No.	Description	Amount (Rs)
1	Application Money	10,55,662
2	Earnest Money	59,28,515
3	Completion of Podium 1 Level Slab	40,43,471
4	Completion of Amenity/Mezzanine Floor	25,73,118
5	Completion of 2nd Floor Slab	25,73,118
6	Completion of 5th Floor Slab	25,73,118
7	Completion of 8th Floor Slab	25,73,118
8	Completion of 11th Floor Slab	25,73,118
9	Completion of 14th Floor Slab	25,73,118
10	Completion of 17th Floor Slab	25,73,118
11	Completion of 20th Floor Slab	25,73,118
12	Completion of 23th Floor Slab	25,73,118
13	Possession	25,73,115
	TOTAL	3,67,58,825

* The above mentioned amount are exclusive of Taxes (i.e., Service Tax, VAT, etc.)

6. In addition to the Carpet Area mentioned above, there are certain common areas and facilities such as the entrance lobby, refuge areas, staircases, passages, amenity areas, etc., in the Said Building and the usage of the same shall be in common and a proportionate share of which can be attributed to the Said Premises.

7. We are also agreeable to grant to you the exclusive right to park your vehicle/s in **1 TANDEM car parking space/s** (hereinafter referred to as "**the Said Car Parking Space**") and the same shall be limited common areas and facilities. The Said Car Parking Space shall include parking for your guests / visitors. Subject to the terms hereof and the timely performance by you of all your obligations hereunder, you shall be entitled to exclusively use the Said Car Parking Space and any other limited common areas without payment of any Sale Price or consideration for the same.

8. In addition to the Sale Price, you shall be liable to pay the following amounts as and when demanded by us:-

(a) all taxes, levies, duties, cess (whether applicable/payable now or become applicable/payable in future) including but not limited to Service Tax and / or Value Added Tax (VAT) and / or Goods and Services Tax (GST) and / or all other direct / indirect taxes along with penalty/delayed payment as applicable on the transaction as contemplated herein.

(b) all costs, charges and expenses including but not limited to stamp duty, registration charges and / or incidental charges in connection with the documents to be executed for the sale of the Said Premises including on this Letter and the Agreement for Sale to be executed with the Developers as per Maharashtra Ownership of Flats Act, 1963 ("the Said Agreement")

9. Time for payment of all the amounts, including but not limited to the aforesaid installments of Sale Price, Service Tax, VAT, GST and all other taxes as may be applicable and / or performance of other obligations by you, is the essence of the contract.

10. If you fail or are otherwise unable to pay any amounts payable under this Letter and/or the Said Agreement including the Sale Price and/or Service Tax and/or VAT and/or GST and/or any other taxes as applicable within 14 (fourteen) days from the due date as mentioned in the demand notice issued by us, we shall be entitled to receive and recover from you and you shall be liable to pay to us interest on the outstanding amount (including applicable taxes) @ 1.5% (one point five percent) per month and also penalty on taxes (if any) thereof from the expiry of 14 (fourteen) days from the date of the demand notice issued by us till the date of actual payment. The demand notice intimating due dates for payment of installments in terms of paragraph 5 above shall be made reasonably in advance. Demand notice sent by post/courier/e-mail/ fax shall be a valid service and deemed to be received by you.

M/s. Express Food Services

[Signature]

Partner

11. Notwithstanding what is stated in clause 10 above, in the event of your above default in payment of any amounts payable under this Letter and/or the Said Agreement including the Sale Price and/or Service Tax and/or VAT and/or GST and/or any other taxes and/or breach by you of any other terms and conditions, we shall be entitled to, without prejudice to any other right or remedy either herein or under law, terminate this Letter and / or allotment of the Said Premises at our sole discretion.

Provided however, before terminating this Letter and / or allotment of the Said Premises, we shall give you a written notice calling upon you to pay the outstanding , including interest and penalty on taxes (if any), and/or cure the breach within a period of 14 (fourteen) days from the date of notice and in the event of your failure to rectify the default and/or cure the breach within the aforesaid period of 14 (fourteen) days from the date of the notice, we shall be entitled to but not obliged to terminate this Letter and / or allotment of the Said Premises.

12. Upon termination/cancellation of this Letter and / or allotment of the Said Premises as stated in clause 11 above.

(a) you shall have no right, title, interest, claim, lien or demand or dispute, of any nature whatsoever, either against us or in respect of the Said Premises or any part thereof or in respect of the Said Building or any part thereof.

(b) we shall be entitled to deal with and dispose of the Said Premises to any other person/s as we may deem fit without any further act or consent from you and;

(c) we will be entitled to forfeit the following amounts as cancellation charges which you agree, confirm and acknowledge, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to us, and that the same shall be in the nature of liquidated damages and not penalty.

(i) an amount equivalent to 5% of the Sale Price or all costs, charges, expenses, losses and / or damages suffered by us on account of sale of the Said Premises to the new purchaser (post termination), whichever is higher, together with applicable taxes thereon;

Or

(ii) in case of any brokerage being paid with respect to the booking or allotment of the Said Premises, an amount equivalent to 5% of the Sale Price or all costs, charges, expenses, losses and / or damages suffered plus the brokerage paid by us on account of the sale of the Said Premises to a new purchaser (post termination), whichever is higher together with applicable taxes thereon; and

(d) Refund the balance, if any, without interest only after (i) deducting and / or adjusting from the balance amounts, Service Tax, VA T and / or any other amount due and payable by you and / or paid by us in respect of the Said Premises and (ii) only after the Said Premises has been sold to a new purchaser and all the amounts including the entire consideration in respect thereof has been received by us from the new purchaser. However, any profits arising from the sale of the Said Premises to the new purchaser shall be to our account.

(e) Service Tax, VAT, any other tax, duty, levy, etc., in respect of the Said Premises is payable by you and in case of the termination of this Letter and/or the allotment of the said Premises we shall be entitled to deduct / adjust the same from the balance amounts to be refunded to you.

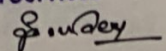
13. You are made aware of the fact that the said Unit is not being transferred and is not being agreed to be transferred to you on the basis of this writing. You further confirm that possession of the said Unit shall be handed over to you, only in terms of the Said Agreement asset out therein and not otherwise.

14. You confirm that this writing is not and does not support to be and shall not be deemed to be an "Agreement to Sell" in as much as the reservation of the said premises as contemplated herein is inter alia subject to entering into and execution of the Said Agreement as per MOFA. You shall, under this writing, be deemed to have only provisionally reserved the said premises and only on and subject to the sanction of the plans, you shall acquire a right to execute the Said Agreement for the purchase of the said premises.

15. You shall not have any right, title, interest, claim and/or demand of any nature of whatsoever either against us or in respect of the Said Premises, unless and until you have made all the payments including the Sale Price and other amounts and applicable taxes & charges mentioned herein and have performed all your obligations in accordance with this Letter and only thereupon the transaction as contemplated herein shall stand concluded.

①

M/s. Express Food Services


Partner

16. In the event you avail of home loan facility from any bank/financial institution for making the payment of final installment on possession, the original executed and registered Agreement for Sale shall be handed over to the bank/financial institution. Further, you shall solely be responsible and liable to ensure that the payment of the consideration, as and when due, is made by the bank without any objection or demur. You shall be liable for making good to the Developers any such delay or default by bank or financial institution.

17. An intimation forwarded by us to you that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed. Intimation by way of a Demand letter/ notice sent by email, post or courier shall be deemed to be received by you.

18. In addition to the Sale Price and all other amounts mentioned in this Letter, you shall pay to us or our nominee/s the amounts ("OtherCharges") mentioned herein below:

Description	Amount (Rs.)
Club House Charges	3,00,000
Corpus Fund	1,00,000
Adhoc Maintenance Charges (24 months)	3,03,240
Charges towards Water, Electricity, Drainage, Sewerage Connection etc	1,00,000
Charges towards Mahanagar Gas Connection	10,000
Legal Charges	25,000
Share Application Money	600
Society / Condomonium Formation Charges	25,000

* The above mentioned amounts are exclusive of Taxes (i.e., Service Tax, VAT, etc.)

It is hereby clarified that the list of Other Charges mentioned herein above is only indicative and not exhaustive and that you agree to pay all or any such other charges or additional charges and increase in the above list of charges or such other or additional charges as we may indicate from time to time. You hereby agree, undertake and confirm that pending possession and final timely payment of the last installment of the consideration amount including the other charges and taxes (if any) the said Unit shall be under an exclusive lien in the Developer's favour.

19. Since the Developers are proposing to develop the said Land in a phased manner, the open spaces and amenities presently proposed in the said Land may be re-aligned / altered / redesigned / shifted for optimum overall development, provided that the physical land area of such open spaces as appurtenant to the plinth of the Residential Tower and demarcated on the plan and amenities is not materially reduced from what is proposed (subject to approval) and you consent to the same.

20. The present layout in respect of the project wherein the said Tower is sanctioned shall have internal roads, electric substations, water mains, sewers and other amenities and facilities in common with building to be conducted in the entire project layout.

21. That the Developers shall be entitled to name the Project "EMERALD ISLE" or such other name as desired by the Developers for the proposed development on the said Land.

22. You confirm and acknowledge that you have been apprised and made aware and you have agreed that:

(a) The development and construction of the Said Building on the Said Property is for residential use.

(b) The development of the Said Property and the construction of the building/s thereon shall happen in a phased manner which shall take substantial time for completion. In course of such development or otherwise we shall be entitled to amend the existing layout plans, building plans and / or floor plans as may be desired by us from time to time without your consent or concurrence.

(c) In the development of the Said Property there could be substantial increase, from time to time, by the amalgamation, mixture and composition of land plates, FSI and various development schemes under the applicable laws.

(d) We shall have unfettered right to all the present and future FSI and/or development potential in respect of the said project.

④

M/s. Express Food Services

P. N. Reddy

Partner

(e) We shall endeavour to complete construction of the Said Premises earliest by **March 2017** with an extended grace period of additional 6(six) months ("**Handover date**"). You shall be intimated about the Handover date by a prior written notice and possession of the Said Premises shall be deemed to be taken over by you from such Handover date.

(f) We are entitled to utilize all FSI (including fungible FSI, free FSI, premium FSI) that may be available from the Said Property / Larger Property or elsewhere and/or on account of Transfer of Development Rights (TDR) and/or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes under the applicable laws or any floating rights which is or may be available in respect of the Said Property and/or the Larger Property or elsewhere and/or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable law.

(g) We shall not be liable for formation of any organization (as contemplated under the MOFA Act) until utilization of entire FSI/TDR and all other rights and benefits available now or in future in respect of the Said Property and/or the incentive FSI scheme and/or other properties and until all residences, flats, premises, garages and other tenements and units in the Said Building constructed on the Said Property are sold and until all amounts including the consideration amount in respect of sale of such residences, flats, premises, garages and other tenements and units in the Said Building on the Said Property is received. We shall elect and choose, in our discretion the nature of organization to be formed in respect of the Said Building and the Said Property (as contemplated under the MOFA Act).

(h) No structural changes and structural alterations of any nature, whatsoever, shall be made by you in the said premises.

(i) The carpet area of the Said Premises is approximate and the actual carpet area may reduce or increase from the carpet area mentioned hereinby upto 3% due to design and construction exigencies. In the event the actual carpet area of the Said Premises is less than 97 % of the carpet area mentioned herein, at the time of the offering the possession of thesaid Premises then the Sale Price shall be proportionately reduced and the excess Sale Price received by us shall be refunded (without interest thereon). However, it is expressly clarified that no adjustment will be made to the Sale Price if the difference between the actual carpet area of the Said Premises and the represented carpet area is less than or equal to 3% of the carpet area mentioned herein.

(j) The Sale Price has been arrived at / calculated on the basis of you having agreed to pay the Sale Price in the manner more particularly stated in paragraph 5 hereinabove.

(k) You understand that if the FSI, by whatever name or form, is increased in respect of the land and /or additional construction (i.e. more than what is envisaged under the proposed plans) is possible on theland and/or if the Sanctioning Authorities permit the construction of additional floors/wings, then in such event, the Developer shall be entitled to construct such additional floors/ wings as per the revised building plans. Such additional structures/floors shall be the property of the Developer and the Developer will be entitled to dispose of the same in any manner they deem fit without affecting the said premises.

(l) We intend to manage and maintain the Said Property and the Said Building by ourselves and/or through our agents by formulating the rules, regulations and bye-laws for the maintenance and upkeep of the Said Building and the Said Property and that the costs and expenses together with applicable taxes thereon for the same shall be borne and paid by you as may be determined by us and / or our agents, from the Handover date.

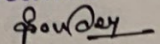
(m) You shall execute and register the Said Agreement as per the MOFA, as and when called upon by the Developer to do so.

(n) We shall incorporate such clauses in the Said Agreement as may be necessary for the safety and the integrity of the Said Building.

(o) All the terms & conditions imposed by various authorities as well as all undertakings/ assurances given by us while applying for various approvals from various authorities for the project shall, wherever applicable, be binding on you and your co-applicants, nominees, beneficiaries, legal heirs, transferees, executors, administrators and assigns.

You have agreed and confirmed that you have no objection to the above and have accordingly accorded your irrevocable consent to the same.

M/s. Express Food Services



Partner

①

23. You hereby declare and agree that in the event you are a Non- Resident Indian (NRI)/ Foreign National of Indian Origin / Foreign National / Company, you shall be solely responsible for complying with all requirements of law including acts, rules and guidelines issued by the Reserve Bank of India. Further, in the event any permission is refused or found lacking in any respect; then the same shall be considered as a default and / or a breach on your part and you will be rendered solely liable for the consequences arising therefrom.

24. If we fail to hand over the Said Premises to you by the Handover Date, Subject to you paying all the amounts payable hereunder(including interest, if any) and also you having performed all your obligations, in such case only, you shall be at liberty to give us notice terminating the Said Agreement.

In the event of such termination:

(a) We shall, from the date of receipt of the notice, refund to you all amounts paid by you by way of Sale Price and Other Charges mentioned hereinabove (except the amounts towards service tax / VAT, which have been dealt with separately hereunder) together with simple interest @ 9%(nine per cent) per annum from the date of receipt of such payment till repayment thereof.

(b) Upon receipt of the amounts by you, as per clause 24 (a) above, you shall have no right, title and interest or claim, demand, lien or dispute of any nature, whatsoever, either against us or in respect of the said premises, building or any part thereof. Thereafter, we shall be entitled to market and deal with the said premises in any manner without any recourse or reference to you and without requiring any further documentation on your part.

(c) The amounts paid by you towards your service tax liability / VAT shall be refunded to you only upon receiving a corresponding refund / getting credit of the corresponding service tax amount paid / deposited, from the statutory authorities.

(d) We shall in the aforesaid situation of termination also pay to you an amount of Rs.1,00,000/- (Rupees One Lakh Only) as compensation. You agree, confirm and acknowledge that the said amount constitutes a reasonable genuine and agreed pre-estimate of damages that will be caused to you, and that the same shall be in the nature of liquidated damages and not penalty.

(e) You hereby agree and confirm that the payment of the amounts set out in sub-clauses (a) and (d) herein by us to you, shall be in full and final settlement of all claims towards costs, losses, damages and any other claims of any kind or nature, whatsoever, you may have against us, and we shall stand released of all such claims forthwith on such payment.

25. All the terms and conditions mentioned herein and in the Said Agreement shall be binding on you and you confirm that the provisional allotment of the Said Premises in your favour is the basis of commercial understanding between us.

26. Performance of obligations herein and under the Said Agreement is subject to occurrence of Force Majeure events.

27. This Letter contains all material terms and conditions for allotment of the Said Premises in your favour. Any commitments agreed between us hereafter shall be binding on us only if such commitments are made in writing and signed by our authorized personnel.

28. Any dispute or difference arising out of or in connection with this Letter and / or the understanding mentioned herein shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 to a sole arbitrator. The venue of arbitration shall be in Mumbai. For the purpose of appointment of the Sole Arbitrator, we shall propose three names to you from which you shall within a period of 7 (seven) days from the date of notice confirm your acceptance of any of the nominated arbitrators, failing which we shall be entitled to appoint any one from the suggested arbitrators.

29. The terms and conditions as agreed by you in the Booking Application Form are binding as if reproduced herein verbatim. However, in case of any inconsistency between the provisions of any other writings, arrangements or the booking form and this Letter of Allotment, the provisions as contained in this Letter of Allotment shall prevail.

M/s. Express Food Services

[Signature]

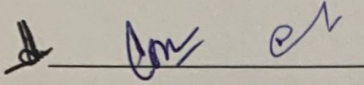
Partner

30. This Letter is a Provisional Allotment and expresses the Parties desire to enter into the Said Agreement. This letter is also subject to such further terms and conditions as may be set out in the Said Agreement.

Yours truly,

I/We agree and confirm,

M/S. Express Food Services



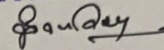
(Authorized Signatory/ies)

For the Developers

Encl : As above

Date: 15 SEP 2015

M/s. Express Food Services


Partner