

## APPLICATION LETTER FOR ALLOTMENT OF A FLAT

Date : \_\_\_\_\_

To,  
M/s. Deserve Builders and Developer Ltd.  
608-609, 6<sup>th</sup> Floor, Shalimar Titanium,  
Vibhuti Khand,  
Gomti Nagar,  
Lucknow - 226010, U.P.

Dear Sir,

I/we, request that I/we may be provisionally allotted a residential Flat in a Building to be constructed and shall be known as **“Deserve Elite” bearing RERA registration No.UPRERA7004**, in a Group Housing Project to be developed and constructed by **M/s Deserve Builders and Developer Ltd.** a company incorporated and registered under the provisions of the Companies Act, 1956, (hereinafter referred to as the **“Developers”**) on land bearing Plot No.11/GH-7 (C) situated at Sector 11, Vrindavan Yojna, Rai Bareilly Road, Lucknow, U.P.

Apartment/Unit no.	
Wing No.	
Floor No.	
Tower/Building Name	
Carpet area	_____ Sq. Mtrs. i.e _____sq. ft.
Equivalent super area (for reference)	_____ Sq. Mtrs. i.e _____sq. ft.
Exclusive Verandah/Balcony/Terrace area	_____ Sq. Mtrs. i.e _____sq. ft.
Count of Car Parking(s) reserved	
Count of 2 wheeler Parking(s) reserved	
Electrical Connection	_____KVA
Power Backup	_____KVA

I/we hereby agree to abide by the basic terms and conditions attached to this Application Letter and also agree to sign and execute, as and when desired by the Developers the Allotment Letter on Developer's standard format, contents whereof have been read and understood by me/us and I/we agree to abide by the same. I/we shall accept the specifications of the Residential Flat and I/we shall pay the basic sale price, preferential location charges, additional cost/ charges and the applicable Stamp Duty etc. as and when demanded by the Developers.

Signature of 1<sup>st</sup> Applicant

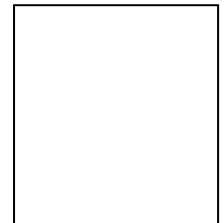
Signature of 2<sup>nd</sup> Applicant

I/we remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as applicable GST in all amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) vide Bank Draft/Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ being Application Amount for allotment of a Residential Flat.

I/we have clearly understood that this application does not constitute an Agreement For Sale and I/we do not become entitled to the provisional and/or final allotment of Flat notwithstanding the fact that the Developers may have issued a receipt in acknowledgement of the money tendered with this application.

It is only after I/we sign and execute the Allotment Letter, the allotment shall become final and binding upon the Developers. If however, I/we withdraw/cancel this application or I/we fail to sign/ execute and return the Allotment Letter within thirty (30) days from the date of its dispatch by the Developers then the Developers may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/us in the form of booking amount shall stand forfeited. I/we further agree to pay the installments and additional charges as per the Payment Plan (opted by me/us) as shown in the Price List and/or as stipulated/ demanded by the Developers, failing which the allotment will be cancelled and the earnest money along with interest, if any due shall be forfeited by the Developers. My/Our particulars are given below: -

**1. Applicant Mr./ Mrs./ Ms.** .....  
Son/Wife/Daughter of Mr/Mrs.....  
Residential Address .....  
Date of Birth.....Profession.....Designation.....  
Nationality.....Marital Status .....No. of Children .....  
**Residential Status:** Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐  
Office/Business Address .....  
.....  
Tel. Res. ....Off..... Mobile .....  
Fax No. ....E-Mail ID .....  
\*Income Tax Permanent Account No./ Ward No. ....  
Aadhar No.....



**Name of the Nominee of Applicant :** .....  
Address : .....  
.....  
Aadhar No.....

Nominee's relationship with the Applicant : .....

Signature of 1<sup>st</sup> Applicant

Signature of 2<sup>nd</sup> Applicant

**2. Co-Applicant Mr./ Mrs./ Ms.** .....

Son/Wife/Daughter of Mr/Mrs. ....

Residential Address .....

Date of Birth.....Profession.....Designation.....

Nationality.....Marital Status .....No. of Children .....

**Residential Status:** Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐

Office/Business Address .....

Tel. Res. ....Off..... Mobile .....

Fax No. ....E-Mail ID .....

\*Income Tax Permanent Account No./ Ward No. ....

Aadhar No.....

(\*PAN Card is to be attached mandatorily)

**3. Name of the Nominee of Co- Applicant :** .....

Address : .....

Aadhar No.....

Nominee's relationship with the Co- Applicant : .....

**OR**

If the Allottee is a Partnership Firm:

Name of a Firm : M/s .....

Office Address : .....

Registration No.: .....

Tel. No.Office: .....

Fax No..... E-Mail ID.....

PAN No.: .....

Names of the Partners: 1. Mr. ....

2. Mr. ....

3. Mr. ....

Name of the Partner (authorized to sign the documents) : Mr. ....

Residential Address : .....

Tel. Resi :..... Mobile No.....

Authority Letter Dt..... (copy attached).

Signature of 1<sup>st</sup> Applicant

Signature of 2<sup>nd</sup> Applicant

**OR**

If the Allottee is a Company :

Name of the Company : .....

Office Address .....

Registration No.: .....

Tel. No.Office .....

Fax No..... E-Mail ID.....

PAN No.....

Names of the Partners: 1. Mr. ....

2. Mr. ....

3. Mr. ....

Name of the Director (authorized to sign the documents) : Mr. ....

Residential Address : .....

Tel. Resi :.....Mobile No.....

Board Resolution Dt..... (copy attached).

**OR**

If the Allottee is a HUF:

Name of the HUF .....

Name of the Karta : Mr.....

Son of Mr.....

Residential Address : .....

Office Address .....

Tel. No.Office ....., Resi.....Mobile No.....

Fax No..... E-Mail ID.....

HUF PAN No.:.....

Signature of 1<sup>st</sup> Applicant

Signature of 2<sup>nd</sup> Applicant

#### 4. Details of Pricing:

	AS PER APPLICABLE PRICE LIST	Remarks
<b>(A) BASIC COST OF THE Flat</b>		
Basic Sale Price (BSP) @ Rs. _____ per sq.ft	Rs. _____	
Preferential Location charges (PLC)		
Floor @ Rs. _____	Rs. _____	
Park/Club Facing @ Rs. _____ [Road Facing @ Rs. _____]	Rs. _____	
<b>(B) ADDITIONAL COST</b>		
1. Car Parking Covered/Open/ Jodi	Rs. _____	
2. Lumpsum Maintenance Deposit (LSMD) @ Rs. _____ per sq.ft	Rs. _____	
3. External Electrification Cost (E.E.C) @ Rs. _____ per sq.ft	Rs. _____	
4. Fire Fighting Equipment Cost (F.F.E.C) @ Rs. _____ per sq.ft	Rs. _____	
5. Power Back up Installation Cost @ Rs. _____ per KVA for _____ KVA	Rs. _____	
6. Club Membership Fee	Rs. _____	
<b>(C) OTHER COST</b>		
1. External Development Charges (EDC) @ Rs. _____ per sq. ft	Rs. _____	
2. Others (if any)	Rs. _____	
<b>*TOTAL(A+B+C): AMOUNT IN FIGURE</b>	Rs. _____	
<b>AMOUNT IN WORDS: Rupees:</b> _____		

Payment Plan Option	Interest free time/ construction linked installment plan <input type="checkbox"/>	Flexi Payment plan <input type="checkbox"/>	Payment plan down payment
If opted for Flexi/Down Payment Option	_____ % of discount on BSP on payment of _____ % of BSP within _____ days		
Booking Through	Dealer Name: _____ Stamp of Dealer: <input type="checkbox"/>	Direct : <input type="checkbox"/>	

Signature of 1<sup>st</sup> Applicant

Signature of 2<sup>nd</sup> Applicant

FOR OFFICE USE ONLY		
<b>CHECK LIST</b>		
1.	Whether the Application Form is completely filled-up with Photographs (Two Photographs)?	<input type="checkbox"/>
2.	Whether the Application Form is duly executed and signed in all pages by all Applicants?	<input type="checkbox"/>
3.	Whether the Cheque for booking amount is in proper name and duly signed and dated?	<input type="checkbox"/>
4.	Whether the self-attested copy of the PAN Card of the Applicant(s) is/are received?	<input type="checkbox"/>
5.	Whether the self-attested copy of Identity Proof is/are received?	<input type="checkbox"/>
Remarks: _____ _____		
Booked by _____ Checked by _____ Approved by _____		

#### BASIC TERMS AND CONDITIONS :

1. I/we have applied for allotment of a Flat in the Residential Group Housing Project to be named as **“Deserve Elite”** (**“said Project”**) to be developed and constructed by **M/s Deserve Builders and Developer Ltd.** a company incorporated and registered under the provisions of the Companies Act, 1956, (hereinafter referred to as the **“Developers”**) with the loan assistance of UBI (Union Bank of India) on land bearing Plot No.11/GH-7(C) situated at Sector 11, Vrindavan Yojna, Rai Bareilly Road, Lucknow, U.P.
2. Notwithstanding anything contained herein in this Application, I/we understand that my/our Application will be considered as valid and proper only upon realization of the amount tendered along with this Application and submission of all relevant documents.
3. Before applying for allotment of Flat, I/we have fully satisfied myself/ourselves about the nature of rights, title, interest of the Company in the said Project, which is to be developed/constructed by the Developers as per the prevailing bye-laws/guidelines of the Development Authority and/or any concerned Authority or any other Govt. or semi Govt. Agencies and has further understood all limitations and obligations in respect thereof. I/we further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by Development Authority and/or any concerned Authority or any other Govt. or semi Govt. Agencies in this regard to the Developers.
4. It is clear that in addition to the total cost as mentioned in above table 4(Detail of pricing), I shall also be required to pay the other charges such as, electricity meter deposits, water meter deposits, advance toward maintenance charges, legal charges, membership fees, the cost of extra facilities including Club House charges and other statutory levies and taxes as applicable from time to time.
5. It is also made clear by the Developer that as per Section 194-1A of the Income Tax Act the Flat Purchaser who have purchased the premises/flats having consideration value of 50 Lakhs and/or above shall be liable to pay 1% of the Consideration Value of the said Premises/Flat towards TDS to the Government Treasury and furnish the Form No. 26QB, Challan & TDS Certificate thereof to the Developer within 7 days from the date of such payment.

Signature of 1<sup>st</sup> Applicant

Signature of 2<sup>nd</sup> Applicant

6. The allotment of the Flat is entirely at the discretion of the Developers. The allotment of the said Flat shall be provisional and shall be confirmed on the issuance of Letter of Allotment on the Developer's standard format which has been read and understood by me/us and I /we undertake to sign the Allotment Letter with in seven days of this application being accepted by the Developer and make timely payment of the sale price as per the payment plan under \_\_\_\_\_ scheme.
7. I/we acknowledge that the Developers, as and when demanded by me/us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and is not influenced by sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Developers, it's selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Project and the said Building (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Developers, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this the Application and that I/we have relied solely on my/our own judgment and investigation(s) for applying for allotment of the said Flat.
8. I/we have examined the plans, designs and specifications of the Flat and have agreed that the Developers may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the Flat.
9. I/we have specifically agreed that if due to any change in the layout, the said Flat ceases to be preferentially located, the Developers shall refund/ adjust the amount of preferential location charges paid by me/us in the last installment as shown in the payment plan. If due to any change in the layout/building plan, the said Flat becomes preferentially located, then I/we shall be liable and agree to pay the preferential location charges as and when demanded by the Developers as per prevailing rates.
10. I/we agree that the amount paid with the application and in installments as the case may be, to the extent of 10 % of sale consideration of the Flat shall collectively constitute the earnest money.
11. I/we understand and agree that timely payment of installments of basic cost and allied/ additional cost, Govt. levy etc. pertaining to the said Flat is the essence of the terms of the booking/ allotment.
12. The Developers have made clear to me/us that it shall be carrying out extensive development/construction activities for many years in future in the Project and shall also be connecting/linking the amenities/facilities viz electricity, water, sanitary/drainage system etc of additional development/ construction with the existing ones in the project. I/We have agreed that I/we shall not take any objection or demand any claim or default any payment as demanded by the Developers on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc as above said.
13. If I/we have NRI/ PIO status or if I/we am/are foreign national(s) then I/we shall be solely responsible to Developers with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India.
14. The Developers shall have the first lien and charge on the said Flat for all its dues and other sums payable by the applicant to the Developers. Loans from financial institutions to finance the said Flat may be availed by me/us. 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 Flat and I/we hereby agree to pay the sale consideration of the aforesaid Flat according to opted Payment Plan, irrespective of availability of finance

Signature of 1<sup>st</sup> Applicant

Signature of 2<sup>nd</sup> Applicant

from any Financial Institution. Further if any particular Institution/ Bank refuse's to extend financial assistance on any ground, I/we shall not make such refusal an excuse for non-payment of further installments/dues.

15. That Stamp duty, registration charges and other expenses incidental thereto as applicable at the time of registration of Agreement to Sale and Sale Deed in respect to the captioned Apartment/Flat shall be borne solely by me/us.
16. I understand that the images, audio-visuals, show flats in the marketing documents/ presentations/prospectus/ website or anywhere else by the Promoter may show additional features, external views, internal views, elevations, façade, colour schemes, additional fixtures, loose furniture etc. to provide the Allottee(s) or prospective Allottee(s) the conceptual sense of the possible lifestyle and such material shall carry a disclaimer or clarification for the same. Such conceptual marketing material shall not form the basis for the specifications and design commitment to the Allottee(s) and the committed layout and specifications are as detailed separately in this agreement and its annexures.
17. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Agreement for Sale, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Agreement for Sale shall supersede over the terms and conditions as set forth in this Application Form. However, I/we shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Agreement for Sale in this regard.
18. In case there are joint applicants, all communications shall be sent by the Developers to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
19. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.

#### **DECLARATION:**

I/we declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/we gave sought detailed explanations and clarifications from the Developers and the Developers have 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 booking amount for allotment. I/We further undertake and assure the Developers that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance 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 Flat in relation to the said Flat. If any other Persons has signed this Application Form on behalf my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc.

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Name of the Applicant(s)

Signature of the Applicant(s)

Signature of 1<sup>st</sup> Applicant

Signature of 2<sup>nd</sup> Applicant