

APPLICATION LETTER

Date: _____

To,

M/s _____

Regd. Office: _____**Site Office:** _____

Sub: Application for Allotment of Commercial Space "....." located in,
U.P.

Dear Sir/Madam

I/we are interested in purchasing a Commercial Space, details of which are provided herein below, in your Project "Aradhyam Shopping Mall" bearing RERA Registration no: UPRERAPRJ....., situated at Khasra no. -358m, 462m, 493m, 494m, Village Pasonda, Ghaziabad U.P., (insert full address/ khasra/ plot details), for a total sale consideration of Rs. _____.

(a)	Unit No.	
(b)	Unit Type	COMMERCIAL
(c)	Floor No.	
(d)	Carpet area	_____ Sq. Mtrs. OR _____ sq. ft.
(e)	Rate per Sq. Mtrs	Rs.
(f)	Total Basic Sale Price	Rs.
(g)	GST @ 12%	Rs.
(h)	Advance maintenance for 1 year including GST @18%	Rs.
(i)	Total Sale Consideration	

The total price mentioned above is inclusive of GST but additional, cost of electricity meter, water charges IFMS, IGL/ PNG connection, an additional generator connected load, and additional electricity connection load shall be charged extra at the time of giving possession. If there is any change in the GST rates then the difference shall be borne by, or credited to as applicable, by the Allottee.

I/We hereby pay/remit a sum of Rs. _____ (Rupees _____ only) vide bank draft/pay order/cheque number _____ dated _____ draws on _____ in favour of " _____ " payable at _____

OR

I/We hereby pay/remit a sum of Rs. _____ (Rupees _____ only) vide RTGS/NEFT/IMPS in the following bank account of the company:

Account No. _____, Bank _____, Branch _____, RTGS/NEFT/IFS Code _____.

as **Application amount** towards my request for Allotment of Unit in the Said Project.

I/We have clearly understood and I/ we agree that this application form will be processed by the Company only after encashment of the cheque(s) submitted by me/ us together with the application form complete in all respects, otherwise the application shall be liable for rejection and the amount(s) paid by me/ us shall be returned without any Interest.

I/We have clearly understood that in the Event the Company decided to Provisionally Allot the Unit to me/us, then the Application Amount shall be adjusted in the **Booking Amount** which will constitute 10% of Total Sale Consideration abovementioned.

We understand that:

- 1) I/we are aware that all payments in respect of the Unit booked shall be made through Demand Draft/Cheques/NEFT/RTGS in favour of M/s..... and the Promoter shall not be Responsible/Accountable for any payment made to agent/broker/any third person. No payment shall be made by me in cash or vide a credit card and if any claim of cash payment is made by the Applicant then such claim shall be summarily rejected by the Promoter.
- 2) That I/we undertake to sign the Allotment Letter within seven days of this application being accepted by the Promoter and make timely payment of the sale price as per the PAYMENT PLAN attached in the **ANNEXURE - 1**, time being of the essence. Any revision in any kind of tax levied by the Government of India or Government of Uttar Pradesh shall be payable by me in addition to the above cost. In case of non-compliance with this clause, the Promoter at its sole discretion may cancel this application in accordance with the process of cancellation as provided under Clause 5 of this application letter.
- 3) That I am aware that I have to deduct the TDS from the above cost price in case the above cost of the property is purchased from you is above Rs. 50 lakhs in accordance with the applicable rates as per the Income Tax Act, 1961. I shall pay the TDS to the Government and deliver the relevant TDS certificate, challan, receipt, and other relevant documents to the Promoter as per the Act

and rules made there under, as applicable to this transaction. Any delay in making the payment to us and /or taxes as aforesaid shall make me liable to pay the interest to us and/or any penalty levied by the concerned authority(ies) in respect thereof.

- 4) That I/we has/have fully satisfied himself/herself/themselves in all respect regarding, all the details of the Unit and all common area/facilities/utilities. I have seen and understood the Project details at UP-RERA web portal <https://www.up-rera.in>. Also, I/we has/have satisfied himself/herself/themselves about the right, title, and capacity of the company to deal with the Unit/Project and have understood all the limitations and obligation thereof.
- 5) If the Applicant(s) want to cancel this Application and gives the same in writing OR this Application is otherwise deemed to have been cancelled on account of reasons stated in this application, then the balance amount shall be returned to the Applicant after forfeiting the booking amount which will be 10% of the Unit cost in addition to recovery of broker's charges if the booking has been got done by the Applicant(s) through a broker or agent. No interest or any type of compensation whatsoever shall be payable by the Promoter in such cases.
- 6) That if at any point of time it is found that the Applicant(s) has given incorrect information or has intentionally suppressed material facts, the application shall be cancelled in accordance with the process of cancellation as provided under Clause 5 of this application letter.
- 7) The carpet area as given above is as per approved drawings. However, the Promoter shall reconfirm the final Carpet area that has been allotted to me after the construction of the building is complete, by furnishing details of the changes, if any, in the carpet area the total price payable for the carpet area shall be recalculated upon confirmation by Promoter. If there is any reduction in the carpet area then Promoter shall refund the excess money paid by me. If there is an increase in the carpet area allotted to me, I shall pay an additional amount to us at the same rate per square meter and before taking possession of the Unit.
- 8) This Application is non-transferable or assignable without the prior written consent of the Promoter. The Applicant(s) shall not sell, transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining the prior written permission of the Promoter till full amounts in relation to the Unit have been received by the Promoter and Applicant has taken possession of it.

- 9) That it shall be the responsibility of the Applicant(s) to inform the Promoter in writing if there are any subsequent changes in their Address or other relevant contact details otherwise the address/contact details given by the Applicant(s) shall be used for all correspondence and such correspondence shall be deemed to have been received by the Applicant(s). Any communication made to the Primary Applicant shall be deemed to be made to both or all Applicants.
- 10) The Applicant(s) hereby confirm, agree, and acknowledge that, if the booking of the said Unit is done through any Real Estate Agent or Broker, then in that event promoter shall not be held liable or responsible for any misrepresentation, misleading or false information provided by such Agent/Broker. Applicant(s) further agree and confirm that Promoter shall not be held responsible or liable for any commercial arrangements arrived at by and between such Agent/Broker with Applicant(s).
- 11) That the images, audio-visuals, show units 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 Applicant(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 Applicant(s) and the committed layout and specifications are as detailed separately in this agreement and its annexures.
- 12) The applicant may at his/her/their discretion and cost may avail loan from Bank/financial institution. The Promoter shall under no circumstances be held responsible for the non-sanctioning of the loan to the Applicant for any reason whatsoever. The payment of instalments/any other dues to the company shall not be linked to the loan availed/ to be availed by the Applicant.
- 13) A Regular and detailed Agreement for Sale under the applicable law will be executed in due course of time. The provisions of the Agreement to be executed shall have precedence over this Application.
- 14) That Stamp duty, registration charges, and other expenses incidental thereto as applicable at the time of registration of Agreement to Sale and Conveyance Deed in respect to the Unit shall be borne solely by me/us.
- 15) That the Promoter has exclusive right to accept or reject this application at his sole discretion and in case of rejection of this Application without any default

on my part the Promoter shall reimburse the advance amount paid by me/ us without paying any interest or compensation.

- 16) This Application does not give me any rights or any interests in the said property and the money paid by me against this Application shall be like advance and this Application does not make me an Allottee till the Promoter issues me an Allotment Letter or signs an Agreement for Sale.

From:

1) If Applicant is/are Individual(s):

Name (Primary Applicant): _____

Son of/Wife of /Daughter of: _____

Nationality: _____ Occupation: _____

Address: _____

Contact No.: _____ PAN No.: _____

Aadhar Card No.: _____ Email ID: _____

Name (Second Applicant): _____

Son of/Wife of /Daughter of: _____

Nationality: _____ Occupation: _____

Address: _____

Contact No.: _____ PAN No.: _____

Aadhar Card No.: _____ Email ID: _____

2) If the Applicant is a Partnership Firm/LLP:

M/s _____ a partnership firm duly registered under the Indian Partnership Act, 1932/ Limited Liabilities Partnership Act 2008, through its part Mr. /Ms _____ authorised vide resolution dated _____ (*copy of resolution signed by all partners required*). Registration No.: _____

PAN: _____.

3) If the Applicant is a Company:

M/s _____ a company within the meaning and provisions of the Companies Act, 2013, having its corporate identification No. _____ and having its Registered office at _____ through its duly authorized signatory Mr. / Ms. _____ authorize vide Board Resolution dated _____ *(copy of Board Resolution along with certified copy of Memorandum and Articles of Association required)*

PAN: _____

4) If the Applicant is a HUF:

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at _____, PAN No. of HUF _____. *(Copy of Aadhar Card & PAN card required)*

(Signature of Primary Applicant)

(Signature of Second Applicant)

ANNEXURE 1: PAYMENT PLAN

For Office use Only

Application **accepted** / Application **rejected**

Customer ID:

Broker /Agent Name (if any):

Payment Scheme:

Committed completion date:

Payment against Allotment Letter: 10 % of Total Sale Consideration

Name of sales executive of company:

Any other information: