

APPLICATION FORM

**Logo of
the Company**

RISHITA MULBERRY HEIGHTS (PHASE – III)

RISHITA DEVELOPERS PVT. LTD.

CIN:- U45201UP2008PTC035945

**CORPORATE OFFICE: Coronation Anand Tower, 1st Floor, 116-117,
Vibhuti Khand, Gomti Nagar, Faizabad Road, Lucknow-226010**

RERA REGN. NO. – _____

Website company - www.rishita.in

Website RERA – up-rera.in

Date:

To,
RISHITA DEVELOPERS PVT. LTD.
CORPORATE OFFICE: Coronation Anand Tower, 1st Floor, 116-117,
Vibhuti Khand, Gomti Nagar, Faizabad Road, Lucknow-226010
Website: www.rishita.in

Dear Sir/Madam,

I/We the undersigned request that a unit/apartment may be allotted to me/us in the project RISHITA MULBERRY HEIGHTS (PHASE-III) undertaken by the company RISHITA DEVELOPERS PVT. LTD. (Promoter/Developer) as per the Company's terms and conditions which I/We have read and understood and shall abide by the same as stipulated by your Company.

I /We further agree to sign and execute all necessary documents/agreements/deeds, as and when desired by the Company on the Company's standard format. I/We have, in the meantime, signed the salient terms and conditions of sale attached to this application from.

1. Name of Applicant

Mr./Mrs./Ms......

Son/Wife/Daughter of Mr.

Date of Birth: PAN No.:

AADHAR No.:

Marital Status :

Nationality:

Residential Status: Resident/Non- Resident

Correspondence Address

.....

Permanent Address:.....

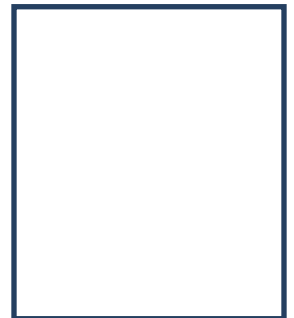
Contact No.: Res. Office: Mobile:.....

E-Mail ID:.....

Personal Details :-

Occupation/Business

Name of the Employer/Business.....



Address of the Employer/Business

Annual Income

Funding Detail:-

The purchase consideration shall be paid out of

Own Sources/Savings/Investments ☐ Financing from Bank/Financial ☐
Institutions

Quantum of Loan to be raised Rs.

2. Name of Co-Applicant

Mr/Mrs/Ms.

Son/Wife/Daughter of Mr.

Relationship with the applicant

Date of Birth:..... PAN No.:

AADHAR No.:

Marital Status: Nationality:

Residential Status: Resident/Non- Resident

Residential Address:.....

Permanent Address

Contact No.: Res.: Office: Mobile:

E-Mail ID:.....

Personal Details :-

Occupation/Business

Name of the Employer/Business.....

Address of the Employer/Business

Contact No.

Details of Apartment Applied For:-

Apartment Type: Unit No.....

Block/Tower:..... Floor:.....

Super Built Up Area (Sq. ft.):..... Built Up Area (Sq. Ft.):..... Carpet Area (Sq. Ft.)....

Basic Sale Price:..... (Rupees.....)

Additional Charges: (Rupees.....)

IFMS: (Rupees.....)

Taxes: (Rupees.....)

Total Sales Price: (Rupees.....)

Reserved Right of Parking: YES ☐ NO ☐

Open Parking ☐ Covered Parking ☐

Other Charges (if any).....

Payment Plan : Construction Linked ☐ Time Linked ☐ Down Payment ☐

Amount Paid with Application : -

Rs.....(Rsincluding Taxes)

vide Cheque/DD No..... dated Drawn on

(Bank)..... Branch City

..... Favouring

“”

Declaration:

I/We hereby solemnly declare that the above particulars given by me / us are true to the best of my / our knowledge and belief.

I/We shall furnish any additional information(s) if required. In the event of any delay on my / our part to furnish any particulars desired by the Promoter, it shall be within the discretion of the Promoter to reject my/our application.

The Promoter/Developer has no obligation or liability to allot me/us a unit.

In the matter of any doubt or difficulty arising out of interpretation of terms and conditions, I/We shall abide by the decision of the Promoter and it shall be final and binding on me/us. I/We further agree to pay the balance payment in accordance with the Promoter's schedule of installment.

I/We further understand that the timely payment is the essence of transaction and accordingly we will abide by the payment plan.

I/We have read the contents relating to the terms and conditions of allotment in detail annexed here to and hereby agree to abide fully by those.

I/We have read and understood the terms and conditions given herein and accept the same.

Name of Applicant(s)

Signature of Applicant(s)

1

2

Associate Signature with Seal



Name, Address & Contact No.....

.....

FOR OFFICE USE ONLY

1. Application Accepted / Rejected
2. Detail of Unit allotted

Tower Floor Unit No.

Super Built Up Area..... Sq.mt./Sq.ft

Built Up Area..... Sq.mt./Sq.ft

Carpet AreaSq.mt./Sq.ft.

Basic Sale Price Rs.

Additional Charges Rs.....

IFMS Rs.

Taxes Rs.....

3. Total Sales Price Rs.

(Subject to addition /modification/ Alteration in taxes,Cess ,duties)

4. No. of Joint Applicants

Dated

Place

Authorised Signatory

TERM AND CONDITIONS

1. The applicant (s) has applied for the allotment of a unit, with full knowledge and subject to all laws, bye laws, notifications and rules applicable to this project, which have been well explained by the developer/ Promoter & understood by him/her.
2. That the developer conforms that the above mentioned Project had been duly registered with REAL Estate Regulatory Authority U.P. under the Provision of the RERA Act and the RERA Registration No. _____
3. The Allottee shall be required to execute Agreement to Sale with the promoter as mandated by Real Estate Regulation and Development Act immediately after the payment of 10% of the Net basic Cost. The expenses towards Stamp Duty, Registration charges and other Legal Charges shall be borne by the Allottee. The registration shall be executed through the Lawyer of the Developer.
4. The allottee(s) has seen, understood and accepted the approved layout plan, specifications, amenities and facilities of the Unit/Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Application for which has been approved by the competent authority, as represented by the Promoter.
5. The allottee(s) has fully satisfied himself / herself about the rights & interest of the Promoter on the said land and the project and it's limitations and obligations in respect of the same.
6. The allottee(s) has fully verified and satisfied himself/herself about the genuineness of the title deed of the said land over which the multi-storied residential building will be built and there will not be any objections or investigations by the intending allottees in this respect in future.
7. The applicant understands that he/she will not interfere in layout, implementation, plans and drawings of the project and will not modify the internal/external structure/ scheme even at the later stage to keep the harmony and spirit of the project.
8. (a) The Promoter will construct the multi-storied residential building in accordance with the approved plan of Lucknow Development Authority (Name of the Authority) as well as the specifications of construction given in the brochure;
(b) However the Promoter shall have the right to effect suitable and necessary minor alterations/changes in the Building plan if necessary as

permitted under law and shall follow the process specified in the Real Estate (Regulation and Development) Act 2016.

(c) The applicant understands and unconditionally agrees about the timely payment of all installments (including final amount payable on intimation for possession), the same shall be the essence of the booking and agreement to be executed. Any delay in payment of any installment shall be subject to the interest at the Marginal Cost Lending Rate plus One percent or such other rate as may be applicable from time to time as per the Real Estate (Regulation and Development) Act and Rules framed there under.

9. The units shall be sold at the agreed price prevailing in the market on Unit Cost. Any Levy or taxes on the said unit will be borne by qualified applicant. Sale price paid to the promoter will not include the cost of stamp duty and registration fees together with any other out of pocket expenses which have to be borne and paid by the qualifying applicant separately.
10. The maintenance charges shall be paid by the applicant w.e.f. intimation for possession or as decided by the promoter/ society formed for the said purpose and stated in Agreement to Sell to be entered between the parties and registered in future. The same shall not be linked with the actual possession taken by the applicant.
11. The registration of unit in “RISHITA MULBERRY HEIGHTS PHASE-III” is entirely at the sole discretion of the promoter and they have full right to reject any of application/ request for registration without assigning any reason thereof.
12. That the area of unit mentioned herein is subject to change as per actual measurement as permitted in the applicable laws and price of the unit will be increased or decreased accordingly. The drawings are subject to change & area may increase or decrease on actual construction as per the provisions of law and limits available therein. The applicant gives his/her consent for the same and will pay the recalculated balance if any due as per the terms and conditions of the agreement and shall be entitled for refund if any.

PAYMENTS

1. The initial Registration amount for the purpose of booking a unit shall be Rs _____/- (Rupees_____)
2. Earnest money/ Booking Amount means 10% of the Net Basic Cost of the said Flat excluding Taxes.

3. The timely payment of the installments of the total sale price as indicated in the payment schedule is the essence of the terms of booking/allotment. In case the allottee fails to make payments for 2 (two) consecutive demands made by the promoter as per the payment plan annexed here to, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified above. And In case of default by allottee under the condition listed above continuous for a period beyond 3 (three) consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the Apartment in favor of the allottee and refund excluding taxes the money paid to him by the allottee after deducting the booking amount and the interest liabilities.
4. However in the event of Breach of any of the terms and conditions of the allotment by the applicant(s), the allotment may be cancelled before possession and execution of registered sale/conveyance deed, however the allottee will be entitled to get refund of his/her total amount paid after deduction of Booking Amount, Interest on delayed payment of Instalments , actual loss suffered by the developer (if any) and/or Interest which shall be calculated at MCLR + @1% (both and/or any one as the case may be)
5. In case applicant request for the cancellation of this application for whatsoever reason, without the fault on part of promoter, then this application shall stand terminated and the amount deposited by allottee will be returned to him but after deducting Booking Amount, Interest on delayed payment, taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit and reasonable administrative charges.
6. All the payments against total sale price of the flat shall be made to the promoter through demand draft/cheque in favour of "RISHITA DEVELOPERS PVT. LTD." In case if RTGS/NEFT is being done by the applicant(s) and the same is not being informed to the developer then under such circumstances receipt of such deposit may not be issued and applicant(s) will not complain for the same.

7. All statutory charges, taxes and other levies demanded or imposed by the concerned authorities/state/central government shall be payable by the applicant(s) in respect of the Flat/apartment/unit allotted from the date of booking.

The applicant(s) shall be given the possession of the Flat/apartment/unit only after payment of all the Installments and other dues and after execution of registered sale/conveyance deed in his/her favor by the Promoter, which will be done when the applicant(s) has paid Stamp Duty, Registration Fee and other legal charges or expenses. The registration of the sale/conveyance deed shall be executed through the lawyer of the Developer.

MAINTENANCE

8. The maintenance, upkeep, repairs, security, landscape and common services etc. of the project shall be collective (joint & several) responsibility of the apartment owners or occupants and the same shall be managed by the Association of Allottees formed for the said purpose and/or its nominated maintenance agency. The allottee will necessarily require to be the member of Association of Allottees. The applicant of the residential flat/apartment shall pay as and when demanded, the maintenance charges including interest free security deposit of the various services therein as may be determined by the Developer or Maintenance society or the maintenance agency nominated for this purpose. Any delay in making payment of maintenance charges will render the applicant(s) liable to pay interest @ MCLR + 1% (as applicable) and may also disentitle from the enjoyment of the common area and services. Until the said society is formed and takes over the maintenance of the complex, all such charges shall be paid by the flat/ apartment owners/ occupiers to the Developer.

That the passage and the common spaces in the building shall be kept open and free from obstructions at all time.

If the Allottee(s) fails and neglects to take possession shall not absolve the Allottee(s) of its liability to pay maintenance charges and the same shall be payable even if the flat/apartment is kept vacant and/or occupied by some other person on rent/lease etc.

9. It is specifically made clear that all the obligations of the allottee(s) relating to and/ or concerning the maintenance and security deposit, as

aforesaid is due then the said society shall have first charge/lien on the said flat/apartment in respect of any such non-payment.

10. The allottee upon purchase of the flat/apartment shall maintain at his/her cost the said flat/apartment in good condition and shall abide by all laws, by-laws, rules & regulations of the government as well as the rules and by-laws framed by the society of the flat/apartment holders of the project and till then the by-laws framed by the developer.

CONSTRUCTION & COMPLETION

11. The Developer shall endeavor to give possession of the residential flat/apartment to the applicant up to _____ subject to force majeure conditions and reasons beyond the control of the Developer with an extension of time for construction provided by authority.

GENERAL TERMS & CONDITIONS

- 1) In case of NRI, the provisional allottee shall be solely responsible for compliance with the provision of FEMA, 1999, Reserve Bank of India and any other law as may be prevailing for acquisition of the subject property.
- 2) In case of any dispute arising out of this allotment, shall be referred to an arbitrator appointed by the developer/Promoter whose award shall be final and binding to both parties. The jurisdiction of court shall be at Lucknow.
- 3) The drawing shown in the sale documents are subject to change by the architect/Promoter before or during course of construction as permissible under the applicable laws. The promoter shall seek the permissions for the same as prescribed under the law. Within the agreed consideration cost, the promoter shall complete all the civil work, GI/CI, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding furniture work, furnishing work, installation of electrical appliances etc.) as per the specification narrated in the project Brochure.
- 4) The applicant(s) have no objection in case the Developer creates a charge on the entire project during the course of development of the project for raising loan from any banking and/or financial institution. However, such charges if created shall be vacated before handing over possession of the residential flat/apartment to the applicant(s). The creation of such charge shall not effect the rights of the applicant to the said unit/apartment.

- 5) The applicant(s) shall give his/her complete address to the Promoter at the time of booking and it shall be his/her sole responsibility to inform the Promoter about all the subsequent changes in his address from time to time, failing which all such demand notices and letters posted at that address will be deemed to have been received by him/her at the time when those should ordinarily have reached at such address and the applicant(s) shall be responsible for any default in making payment and other consequences that might occur there from.
- 6) In case there are joint applicant(s) then all communications shall be sent by the developer to the applicant whose name appears first and at the address given by him/her. No separate communication shall be necessary to other named applicants.

I/We hereby declare that I/We have been explained everything relating to the above terms and conditions in the language known to me/us. Also I/We agree to abide by the rules and regulations of the company & will pay further installments of the flat/apartment as per opted payment schedule.

Name of Applicant(s)

Signature of Applicant(s)

1

2

Dated

Place