

## **APPLICATION LETTER**

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

**To,**

**M/s Capable Buildwell Pvt. Ltd.  
51/3 The Corenthon, Tower B,  
Sector-62 Noida U.P.  
CIN: U70100DL2017PTC323717**

**Sub:** Application for Allotment of Commercial Unit/ Service Apartment in  
"CAPABLE THE EMPORIA" located in Khasra 919, Noor Nagar Raj Nagar  
Extension Ghaziabad U.P.

Dear Sir/Madam

I/we are interested for purchasing a unit, details of which are provided herein below, in your Project "CAPABLE THE EMPORIA" bearing RERA Registration no: To be Applied, situated at Khasra No. 919, Noor Nagar Raj Nagar Extension Ghaziabad U.P, for total sale consideration of Rs.\_\_\_\_\_.

**From:**

**1.) If Allottee is/are Individual(s):**

Name (**Primary Allottee**): \_\_\_\_\_

Son of/Wife of /Daughter of: \_\_\_\_\_

Nationality: \_\_\_\_\_

Occupation: \_\_\_\_\_

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

Contact No.: \_\_\_\_\_

PAN no. : \_\_\_\_\_

Aadhar Card No.: \_\_\_\_\_

Email ID: \_\_\_\_\_

Name (**SecondAllottee**): \_\_\_\_\_

Son of/Wife of /Daughter of: \_\_\_\_\_

Nationality: \_\_\_\_\_

Occupation \_\_\_\_\_

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

Contact No.: \_\_\_\_\_

PAN no. : \_\_\_\_\_

Aadhar Card No.: \_\_\_\_\_

Email ID: \_\_\_\_\_

**2.) If the Allottee is a Partnership Firm:**

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

**PAN:** \_\_\_\_\_.

**3.) If the Allottee 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 Allottee 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)

Commercial Space /Apartment Unit no.		
Floor No.		
Tower/Building Name		
Carpet area	Sq- m. Or	Sq-ft.
Exclusive Balcony ..... no. With a total area	Sq –m Or	Sq-ft..
Super area.	Sq-m Or	Sq-ft
PLC		
Power backup		
Parking		

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. 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 limitation and obligation thereof.

That the images, audio-visuals, show units etc. 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 uses. 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 shall be as detailed separately and subsequently in the agreement for sale and its annexure.

Total Price mentioned above is inclusive of GST but additional external development charges, cost of Electricity meter, IFMS, Sinking Fund, additional generator connected load and additional electricity connection load shall be charged extra at the time of handing over possession. If there is any change in the GST rates in future 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/ RTGS/ NEFT \_\_\_\_\_ dated \_\_\_\_\_ draws on \_\_\_\_\_ in favour of " \_\_\_\_\_" payable at \_\_\_\_\_ (called **application amount**) towards our Application for the Unit in the Said Project.

No payment should be made in cash and if any claim of cash payment is made by the Allottee(s) then such claim shall be summarily rejected by the Promoter.

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 and amount will be refunded after deduction of administrative charges Rs. 50,000/-.

I/We have clearly understood that in the Event the Company decides 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 mentioned above. That the schedule of installments under Payment Plan shall be final and binding on the intending Allottee(s). It is made clear that time for payment is the essence of this allotment. Interest at the rate of **12%** per month shall be charged on all delayed payments of installments.

That I/we undertake to sign the Allotment Letter within Fifteen days (15 days) of this application being accepted by the Promoter and make timely payment of the sale price in stages as per the Payment Plan under \_\_\_\_\_ scheme which is to be provided by the promoter along with the Allotment Letter.

We understand and agree that:

- 1.. That I/we are aware that we shall be permitted exclusive right to use \_\_\_\_\_ vehicle parking space in the building subject to payment.
- 2.. That this phase (project registered with RERA) is part of a larger composite hospitality project i.e. Hotel, Banquet hall, Service apartment and

Commercial shops, total allocated service apartment and commercial unit is allocated and common areas like parking, terraces, entrances, etc. will be common for all phases combined. However, occupants of this phase shall not have exclusive rights in such common areas except allocated common areas and that the utilities like power supply, water supply, etc. shall similarly be common between all phases combined. The space of atriums **is** restricted common open area and promoter/ facility management company will use it as per discretion and no claim of allottee will be binding.

- 3.. That the service apartments in the project/ phase can only be used for short stay and not as a place for permanent/ regular residence, as per the terms specified by the competent authority and I agree to abide by the same if it is applicable to me.
- 4.. That the external walls of the project can be used for any type of advertisements or hoardings at the discretion of the promoter/ facility management company and I shall have no objections or financial claims in this regard.
- 5.. The Possession of service apartment/commercial shop will be handed over in stipulated period.

In case of delay in handing over possession of the said commercial unit/service apartment attributable of delay of Developer, the Developer would pay a sum equivalent to SBI MCLR+ 1% or as per prevailing UP-RERA rules, provided that the intending Allottee has made payment of all instalments towards the sale consideration amount of the said commercial unit/service apartment in time and without making any delay to the Developer.

That in case the intending Allottee(s) fails to take possession of commercial unit / service apartment within given "Fit-out-period", Rs. 75/- per sqm. will be charged for the delay per month till physical possession, along with maintenance charges.

The company shall handover the possession of the completed commercial unit/service apartment to the purchaser only on payment of all dues to the company.

#### **6.. Registration & Other Charges**

- a). Registration Charges, Stamp Duty, Charges and incidental expenses there to as application at the time of registration shall be extra and is to be borne by the Allottee(s).
- b). Other Statutory taxes as applicable from time to time shall be extra and are to be borne by the Allottee(s).

7.. **USAGE:** That the intending Allottee(s) is aware that various commercial unit / service apartment are being allotted to various persons under uniform terms and conditions. The intending Allottee(s) agrees that he will use the said apartment for residential purpose for short stay and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to intending Allottee(s) of other commercial units/ service apartments.

8.. That in case of NRI/Foreign National intending Allottee(s) the observance of the provision of the Foreign Exchange Management Act 1999 and any other law as may be prevailing shall be responsibility of the intending Allottee(s).

9.. That the Promoter has exclusive right to accept or reject this application at his sole discretion.

10.. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said apartment, the same shall be referred to the sole arbitration of a person to be appointed by the Promoter, the intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in the city of Ghaziabad, (U.P.), India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force.

11.. **Jurisdiction:** The High Court of Allahabad and the Courts subordinate to it alone shall have jurisdiction in all matter arising out of or touching and/or concerning this allotment.

*Signature of Applicant .....*

*Signature of Co-Applicant .....*

**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:**