

APPLICATION LETTER

Date: _____

To,

M/s
 (insert address)
 CIN:

Sub: Application for Allotment of Apartment/ Commercial Space/Plot in “.....”
 located in, U.P.

Dear Sir/Madam

I/we are interested for purchasing an apartment/Commercial Space/Plot, details of which are provided herein below, in your Project “.....” bearing RERA Registration no: UPRERAPRJ....., situated at (insert full address/ khasra/ plot details), for total sale consideration of Rs._____.

Unit No.	
Unit Type (Residential/ Commercial/Plot)	
Wing No./Floor No:	
Floor No.	
Tower/Building Name	
Carpet area	_____ Sq. Mtrs. OR _____sq. ft.
Equivalent super area (for reference)	_____ Sq. Mtrs. OR _____sq. ft.
Exclusive Verandah/Balcony/Terrace area	_____ Sq. Mtrs. OR _____sq. ft.
Count of Car Parking(s) reserved	
Count of 2-wheeler Parking(s) reserved	
Electrical Connection	_____KVA
Power Backup	_____KVA

Total Price mentioned above is inclusive of GST but additional external development charges, cost of Electricity meter, IFMS, Sinking Fund, IGL/ PNG connection, advance maintenance charges, 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 the 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) That I/we are aware that we shall be permitted exclusive right to use _____ vehicle parking space in the building. It is also clarified by the Promoter that location of the vehicle parking shall be identified by Promoter only at their sole and absolute discretion at the time of offering the possession of the said Unit.
- 2) 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 Modi Industries Limited-Collection Account for Umesh Park Phase-1 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 credit card and if any claim of cash payment is made by the Applicant then such claim shall be summarily rejected by the Promoter.

- 3) 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 GoI or State Government, UP 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 6 of this application letter.
- 4) I am aware that TDS shall also be payable in addition to above cost in case the above cost of the property being purchased by 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.
- 5) 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.
- 6) 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 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.
- 7) That if 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 6 of this application letter.

- 8) The carpet area as given above is as per approved drawings. However, 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 any increase in the carpet area allotted to me, I shall pay additional amount to us at the same rate per square meter and prior to taking possession of the Unit.
- 9) This Application is non-transferable or assignable without 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 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.
- 10) 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.
- 11) The Applicant(s) hereby confirm, agree and acknowledge that, if 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).
- 12) 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 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.
- 13) Applicant may at his/her/their discretion and cost may avail housing loan from Bank/financial institution. The Promoter shall under no circumstances be held

responsible for non-sanctioning of loan to the Applicant for any reason whatsoever. The payment of instalments/any other dues to company shall not be linked to the loan availed/ to be availed by the Applicant.

- 14) 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.
- 15) *In case of Residential Apartment/Flat/Plot:* The Applicant(s) shall not use the Premises for any purpose other than residence and shall not use the apartment/unit for guest house or any commercial activities or any other activity not allowed under residential use by the competent authority.
- 16) *In case of Commercial Unit/Space:* The Applicant(s) shall use the Unit only and exclusively for the permitted commercial purpose which may include any shop or service of daily need viz. bakery, gift shop, stationary shop, saloon, book shop, beauty parlour, boutique, grocery, electronics store, medical store, office of professionals like Advocates, CA, architect or any similar services but for no other purpose including without limitation to residential use/industrial use of any kind and/or for opening a liquor shop, meat shop, garbage shop etc.(Update the Permitted Usage as per requirement).
- 17) 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.
- 18) 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.
- 19) 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 in the nature of 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:

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 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)

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: