

Application for Booking of a Commercial Unit in the Happy Mart
situated at Plot No. CS-03, Swarnjyantipuram, Ghaziabad

To,
M/s.Hirnot Group
At CS-3A, Swarnjyantipuram,
Ghaziabad, U.P. – 201013

Dated:

Also At Plot No. CS-03, Swarnjyantipuram, Ghaziabad

Dear Sir/Madam,

1. I (“Applicant”) whose particulars are mentioned in **Annexure-A** herein below, am pleased to apply for a Commercial/room Unit (“Unit”) in the Project –HAPPY MART being developed by M/s. Hirnot Group (“Developer”). At all places in this Application, the reference of “I” shall denote all the Applicants and the developer may kindly read it accordingly.
2. I have conducted due diligence of the project and have come to understand that the said Project is being developed over the land as mentioned in **Annexure-B** and as per the plans which have been approved by the Ghaziabad Development Authority “GHAZIABAD”, in accordance with the applicable rules and regulations, including but not limited to the Real Estate (Regulation and Development) Act, 2016 (“RERA”). As per my convenience, I have opted for the payment plan as per the details mentioned in **Annexure-C** to this Application.
3. I undertake to provide all the documents as detailed in **Annexure -D**, and any other document as maybe required, at the time of execution of Agreement to sale deed. All such documents shall be self-attested certifying to be true and correct copies of their respective originals.
4. I am legally competent to make and submit the present Application for the aforesaid Unit, and there is no legal or contractual impediment or restriction

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

on me from making this Application or the payment tendered hereunder. I indemnify the Developer from any liability that may arise in case the aforesaid representation is false.

5. I have sought detailed information from M/s Hirnot Group pertaining to all aspects of the project and unit and after a careful consideration of all facts, terms and conditions; I have applied for the booking of unit in project named Happy Mart being fully conscious of my liabilities and obligations.
6. I am purchasing this unit for Commercial usage and gain, and shall not use the same for any purposes other than commercial. I understand that since I am purchasing this Unit for Commercial gain the provisions of the Consumer Protection Act, 2019, as amended from time to time, shall not be applicable to me as per the judgment of Hon'ble Supreme Court of India.
7. I represent and acknowledge that I have inspected and understood the contents, meanings and implications of the Disclosure as applicable to the Unit and the Project, and I am submitting this Application after being fully satisfied with respect to the rights, title and interest of the Developer in relation thereto. I have full knowledge and understanding of the Applicable Laws/Notification and applicable laws in general including, but not limited to, RERA.
8. I acknowledge and understand that the submission of this Application and/or the receipt of the amounts paid by me shall not constitute a right to allotment of an Unit in favour of me. I further understand that the receipt of the amounts paid with this application by me shall neither amount to any acceptance of this Application nor bind the Developer to allot the Unit in my favour. I further understand that the expression "allotment" wherever used in this Application shall always mean provisional allotment and shall continue till the time the Agreement to Sale deed is executed between me and the Developer.
9. I acknowledge that this Application form and payment of Advance towards Booking Amount does not create any right in my favour with respect to Unit mentioned in **Annexure – B**, unless allotment is confirmed by execution of

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

Agreement to Sale deed in my favour and payment of complete booking amount as mentioned in the Payment Plan (Annexure C) by me to the Developer.

10. In case of non-allotment of Unit in the Project at the behest of Developer (excepting those cases where complete booking amount is not paid by the Applicant or Agreement to Sale deed is not executed within the time bound manner), the Developer shall have complete right to refund the money deposited by the Applicant as Advance to the Booking Amount, without any deduction.
11. I acknowledge that only upon execution of the Agreement to Sale deed between the Applicant and the Developer, the allotment of the Unit becomes final and binding on the Developer, in accordance with the terms and conditions contained therein.
12. The Applicant agrees that the Agreement to Sale deed shall be executed after payment of 10% of the Cost of Unit along-with applicable tax(es) (here-in-after referred as “Booking Amount”/ “Earnest Money”) within 30 (thirty) days from the date of this Application. The Advance Money, if any, paid by the Applicant at the time of submitting this Application shall be adjusted towards the Booking Amount and if in case the Applicant fails to complete the payment of Booking amount within the time period of 30 days, then in such a situation the Developer reserves all the rights to cancel/terminate the booking and to forfeit the booking amount submitted.
13. I understand that once submitted, this Application cannot be revoked/withdrawn by me. If I do not make the complete payment of Booking Amount or do not execute the Agreement to Sale deed within the period of 30 days, then the abovesaid advance money deposited along with this application and/or any other amount deposited later on, any time before execution of Agreement to Sale deed, shall stand forfeited by the Developer, without any further notice to me. I shall have no right, interest, claim or lien on the said Money and the Unit. I understand that the Developer shall not be liable in any manner whatsoever.

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

14. I state that I shall timely pay the total price and other charges of the Unit as elaborately defined and explained in **Annexure-C**. I understand that in addition to the Consideration as set out in the payment plan at **Annexure-C**, I shall also be liable to pay future taxes, ancillary charges, fees, levies, cess and/or revision/enhancement in the statutory charges of GST or any other statutory taxes, fees, etc. at any time in the future, as may be applicable. Such payments shall be made within the timelines stipulated for the payment by the Developer. I further undertake to make payment of any additional charges which are incurred for the purpose of my Unit as and when demanded by the Developer.

15. I understand that Timely Payment is the essence of this Application as well as Agreement to Sale deed. The Applicant acknowledges and confirms that any delay in making payment of amount, as and when it becomes due and payable as per **Annexure – C**, shall attract interest @ MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India (“SBI’s MCLR”) + 1% or as per prevailing market rate/applicable laws, which shall be calculated by the Developer at the time of payment of Final Instalment by the Applicant. The Applicant shall pay such interest to the Developer for the default period on the defaulted amount before execution of the Sale Deed.

16. Booking amount/Earnest money shall be 10% of the total sale price. As indicated in the payment plan, timely payment of instalments is the essence of the booking. If an instalment is not paid on or before the due date, the Company/Firm will charge @ SBI’s MCLR + 1% or as per prevailing market rate/applicable laws interest per annum on the delayed payment for the period of delay. However, if any installment remains in arrear for more than 30 days, the booking will stand cancelled without any notice or liability of any kind, on the sole discretion of Company/Firm. The Applicant in such an event happening, will have no lien further on the booked unit. In such cases, the “Non-Refundables” shall stand forfeited. The Non-Refundables shall collectively mean interest on any overdue payments; brokerage paid by the promoter to the broker in the case booking is made by the Allottee through the broker; any taxes paid by the promoter to the statutory authorities. The balance amount received, if any (over and above the Non-Refundables) will

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

be refunded without any interest after the resale of the said Unit. I further understand that if for any reason the booking is withdrawn/cancelled/surrendered by me, then Non-Refundables shall ipso-facto be forfeited and the balance amount will be refunded in the manner as mentioned herein above. The refund of such amount will be processed within 90 days of receiving of request for cancellation along with the handover of all the original documents and completing the necessary formalities.

17. However, I/we do hereby understand and agree that the Developer may, at its sole discretion, condone the delay in payment exceeding 30 days by charging interest at the rate of MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% or as per prevailing market rate/applicable laws, and restore the booking, in case it has not been allotted to someone else. If the Said Unit already stands booked by someone else, in such a situation an alternate, if available, may be offered in lieu of the same to me/us.
18. I understand that areas in all categories of Unit may vary and the cost/price of the Unit will be proportionately charged as per the Rate agreed between the parties in this Application Form/ Agreement to Sale deed, whichever is later. I understand that the builder may make such changes, modifications, alterations and additions there in as may be deemed necessary or may be required to be done by the builder for better layout, better landscaping, the govt./development authority or any other local authority for which I give my unqualified consent for such changes in line with Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 read with The Real Estate (Development and Regulation), Act, 2016.
19. I understand that all specifications, designs, layouts, conditions are only indicative and some of these can be changed at the discretion of Company/Firm. They are purely conceptual and not a legal offering.
20. I agree to pay additionally as preferential location charges for preferential location in a manner and within the time as stated in the payment plan. However, if due to any change in the layout / building plan, the Unit ceases to be in a preferential location, the Developer shall refund the amount of

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

preferential location changes paid by me and such refund shall be adjusted in the last instalment payable as per the payment plan.

21. I agree to pay all such amount(s) demanded by Central Government, State Government, Local Government and or any Competent Authority in any form or by any name including but not limited to government rates, levies, cesses, charges, fee whether levied or leivable now or in future. I shall pay all such sums as and when demanded by the Developer without any delay or demur. Delay and non-payment of such amount shall be treated as breach of term and conditions of this Application or any subsequent Agreements shall be dealt with like other breaches.
22. I understand that non-payment of any consumption and maintenance charges pertaining to the Unit within the time specified shall disentitle me from the enjoyment of the common areas and common facilities and services applicable to the Said Project including the Unit. I undertake to execute a separate Maintenance Agreement with the Developer or its nominated maintenance agency for up keeping and maintaining the Commercial Complex.
23. I further understand that if there is any change in policy of the Government by way of circular, notification, legislation, etc. resulting in enhancement of 'Floor Area Ratio' of the Project, the Developer shall have the right to suitably amend the building plans and related approvals of the Project accordingly and in compliance with Applicable Laws. The Applicant agrees that I shall have No Objection for such enhancement/revision in the Floor Area Ratio and consequential amendment in the Building Plans and related approvals. This undertaking shall be deemed to be a No Objection by the Applicant as required under the various Applicable Laws.
24. The co-applicants confirm that all correspondence to co-applicants shall be made in the name of the First Applicant and any notices/letters/email sent by the Developer to the First Applicant shall be deemed to be valid service/intimation of such correspondence to all Applicants.

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

25. I hereby declare and confirm that in case I am a Non-Resident Indian/ Person of Indian Origin / Overseas Citizen of India, I shall comply with all the statutory compliances as required from time to time under applicable laws/rules, and the Developer shall not be liable for the same in any manner whatsoever. The Applicants shall keep the Developer informed about any change in the above status and indemnified against any liability that may arise due to non-compliance of law/rules.

26. I hereby understand that the Project is located at GHAZIABAD and this Application Form has been signed and submitted at GHAZIABAD. Therefore, all the disputes arising out of this transaction shall be subject to the Jurisdiction of Courts at GHAZIABAD or Courts having jurisdiction over GHAZIABAD.

27. The terms and conditions mentioned herein shall be in addition to the terms and conditions of the Agreement to Sale deed. However, in case of any contradiction or inconsistency between the terms and conditions herein, and the terms and conditions as may be specified in the Agreement to Sale deed, the terms and conditions specified in the Agreement to Sale deed shall take precedence over the terms and conditions set out herein.

28. I have clearly understood and agreed that this Application Form will be processed by the Developer only after receipt of complete Booking Amount along with applicable taxes, as specified in the payment schedule at **Annexure-C**.

I/We hereby enclose a Cheque/Demand Draft No. _____
dated _____ drawn on _____ Bank, Branch at _____
for an amount of _____
Rs. _____ (Rupees _____) in favour of
HIRNOT GROUP, payable at _____, being advance towards Booking
Amount / Earnest Money.

DECLARATION:

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

I confirm and declare that the particulars provided by me are true to my knowledge and correct to the best of my belief. No part of it is false and nothing material has been concealed or withheld by me therefrom. I have fully read and understood the above-mentioned terms and conditions and agree to abide by the same.

In case there is any change in the information provided by me, it will be joint responsibility of Applicant(s) to inform the Developer about the updated information at the earliest and in any case within 7 days.

Signature

First Applicant

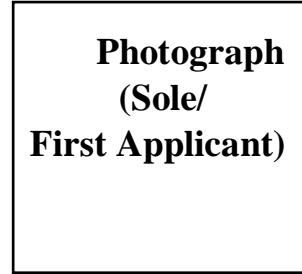
Signature

Second Applicant

Signature

Third Applicant

ANNEXURE-A



DETAILS OF THE APPLICANT

1. SOLE/ FIRST CO-APPLICANT

	First Name	Middle Name	Surname
Name			
Father's/ Husband's/ Karta's/ Director's/ Partner's/ Trustee'			

Marital Status _____ If married, name of the Spouse_____

Anniversary Date_____

Date of Birth _____

Profession _____, Designation _____

Company's/Firm's Name & Address _____

Residential Status:

Resident [] or Non-Resident[] or Person of Indian Origin[]

Nationality _____ Passport No. _____ Date of Issue_____

Aadhar No. _____

Applicant Type: Individual [] HUF [] Firm [] Company [] Trust []

Other [] (specify) _____

Income Tax Permanent Account No. _____

Present Office Address:

Signature

Signature

Signature

First Applicant

Second Applicant

Third Applicant

Telephone: _____

Email: _____

Present Residential Address:

Telephone: _____

Email: _____

Address for Correspondence:

Telephone: _____

Email: _____

Mobile No. _____

Fax No. _____

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

Photograph
(Second
Co-Applicant)

2. SECOND CO-APPLICANT

	First Name	Middle Name	Surname
Name			
Father's/ Husband's/ Karta's/ Director's/ Partner's/ Trustee'			

Marital Status _____ If married, name of the Spouse_____

Anniversary Date_____

Date of Birth_____

Profession_____ Designation_____

Company's/Firm's Name & Address _____

Residential Status:

Resident [] or Non-Resident[] or Person of Indian Origin[]

Nationality_____ Passport No. _____ Date of Issue_____

Aadhar No.

Applicant Type: Individual [] HUF [] Firm [] Company [] Trust []

Other [] (specify) _____

Income Tax Permanent Account No. _____

Present Address:

Telephone:_____

Email: _____

Signature

Signature

Signature

First Applicant

Second Applicant

Third Applicant

**Photograph
(Third
Co-Applicant)**

3. THIRD CO-APPLICANT

	First Name	Middle Name	Surname
Name			
Father's/ Husband's/ Karta's/ Director's/ Partner's/ Trustee'			

Marital Status _____ If married, name of the Spouse_____

Anniversary Date_____

Date of Birth_____

Profession_____ Designation_____

Company's/Firm's Name & Address _____

Residential Status:

Resident [] or Non-Resident[] or Person of Indian Origin[]

Nationality_____ Passport No. _____ Date of Issue_____

Aadhar No.

Applicant Type: Individual [] HUF [] Firm [] Company [] Trust []

Other [] (specify) _____

Income Tax Permanent Account No. _____

Present Address:

Telephone:_____

Email: _____

Signature

Signature

Signature

First Applicant

Second Applicant

Third Applicant

ANNEXURE-B
DISCLOSURE

I. DETAILS OF THE PROJECT LAND

Description of the Project Land: Plot admeasuring 1894.85Sq. Mtr. at CS-03, Swarnjyantipuram, Ghaziabad

II. DETAILS OF THE PROJECT REGISTRATION UNDER RERA

1. Registration No.:
2. U.P. RERA Website Address: www.up-rera.in

III. DETAILS OF UNIT

<u>Particulars</u>	<u>Details</u>
Unit No.	
Floor No.	
Type	
Supper area	<u>In Sq.mtr./Sq.ft.</u>
Covered area	<u>In Sq. mtr./Sq. ft.</u>
Carpet area	<u>In Sq. mtr./Sq. ft.</u>

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

ANNEXURE-C
CONSIDERATION AND PAYMENT DETAILS

A. Cost of Unit

Particulars	Amount
Total Cost of Unit (A)	Rs. _____/-

B. Other Charges (Other charges to be specified)

Particulars	Amount
Total Amount of other Charges (B)	Rs. _____/-
Advance maintenance charges, taxes, electricity meter charges, labour cess etc.	
Total Price	A+B
Sinking fund and IFMS	
TP shall not include sinking fund, IFMS	Consideration a+b+c

Notes:

1. In case of revision in GST or any other statutory tax, fee, charges, from time to time, the same shall be payable over and above the consideration stated above.
2. Applicable Stamp duty & Registration Charges and Legal/Advocate Charges/Deed Writing Charges, and other Incidental Charges shall be extra.
3. The interest due, on delayed payments (if any) by the Applicant shall be calculated by the Developer after receipt of final payment from the Applicant; and
4. If any other/additional demand is made by any Authority in respect of the Project/Unit for which the Developer may be held responsible, and/or liable, the share of all such demands shall be payable by the Applicant, in the proportion that the Allotted Unit Carpet Area bears to the Total Carpet Area of all the Units within the Project.

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

PAYMENT PLAN

Sr. Num.	Particular	Amount

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

ANNEXURE-D
DOCUMENTS SUBMITTED BY THE APPLICANT

1. Booking amount cheque/draft
2. Copy of PAN Card(s) of each applicant
3. For Company/Society/Trust: Certificate of Incorporation/Registration, Memorandum and Articles of Association and Certified copy of Board Resolution authorising the person executing the Application/Agreement to Sale Deed.
4. For Partnership Firm/ HIRNOT GROUP: Copy of Partnership Deed, Firm Registration Certificate, Consent/Authorisation from all partners and written authorization in favour of the person/partner executing the Application.
5. For Foreign Nationals of Indian Origin: Passport photocopy of each applicant and funds from their own NRE/FCNR Account.
6. FOR NRI: Copy of Passport of each applicant and payment through their own NRE/NRO Account/FCNR Account
7. One Photograph of each applicant
8. Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/ Driving License/Aadhaar Card, etc., of each applicant
9. Specimen Signatures and Photograph duly verified by bankers (in original) of each applicant.
10. Copy of cancelled cheque of Applicant.

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant