

APPLICATION FORM FOR ALLOTMENT OF COMMERCIAL UNIT/SPACE

Dear Sir,

I/We, understand that M/s. R B Infraestate Private Limited (the "**Company**") is constructing and developing a commercial project named as **Himalaya City Center Phase-1** (hereinafter referred to as the "**Commercial Project**") on land numbered as Plot No., Ghaziabad, Uttar Pradesh-201014. The Commercial Project is duly registered with Uttar Pradesh Real Estate Regulatory Authority vide registration no. (UPRERAPRJ.....).

I/We, hereby apply for allotment of a unit (hereinafter referred to as the "Commercial Unit/Space") in the said Commercial Project under Construction Linked Plan/Time Linked Plan/Flexi Payment Plan/Down Payment Plan. I/we make this application after having carefully read and understood the terms and conditions provided hereinafter.

I/We, remit herewith a sum of Rs. vide Bank Draft / Cheque No.

Date, drawn on the Commercial Unit/Space and undertake to faithfully make the balance payment towards the consideration of the Commercial Unit/Space as per the payment plan agreed by us.

I/We, hereby agree that the receipt of this application and acceptance of the advance amount by the Company does not confirm the allotment of the Commercial Unit/Space. The allotment of said Commercial Unit/Space shall be up to the discretion of the Company. That once the Company confirming the said allotment by issuing an allotment letter, I/we, hereby undertake to pay total price in compliance with details provided in **Annexure-A**

I/We shall sign and execute agreement to sell in the format provided by the Company duly prepared in compliance with the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder (the "Definitive Documents"). I/We shall get the same registered before the concerned sub registrar within 30 days of issuance of allotment letter by the company. In the event of my/our failure to comply with any/all of the above conditions, the booking/allotment will be cancelled at the sole discretion of the Company. The advance amount for booking/allotment, paid till date to the Company shall stand forfeited and I/We shall be left with no right, title, interest, lien or claim of whatsoever nature on the said booking/allotment. The format of the Definitive Documents has already been shared with me/us by the Company representative at the time of booking.

I/We hereby agree that post confirmation of my/our booking by the Company, I/We shall not be entitled to withdraw or surrender the booking/ allotment, for any reason whatsoever, at any point of time, in case of non-compliance the Company shall be entitled to forfeit the advance Amount paid for booking/allotment along with interest due/payable and brokerage paid for the said booking.

I/ We hereby undertake to abide by the terms and conditions of this Application Form. I/ We hereby agree that the complete and detailed terms and conditions of the Allotment shall be provided in the Agreement to Sell. In the event the Company agreeing to allot me/us an Commercial Unit/Space, I/We agree to pay further instalments as per the Payment Plan (opted by me/us) as shown in Annexure- B and/or as stipulated/demanded by the Company, failing which the allotment shall be cancelled and the Booking Amount and other sums shall be forfeited by the Company.

(Applicant)

(Co -Applicant)

MY/OUR PARTICULARS ARE GIVEN BELOW: -

First Applicant Details				
Name				
Son of / Daughter of / Wife of				
Date of Birth				
Marital Status	Single		Married	
Gender	Male		Female	Other
Nationality				
Occupation				
IT PAN No (Mandatory)				
Aadhar No. (Mandatory)				
Residential Status (tick one)	☐	Resident Indian		
	☐	Non Resident Indian (NRI)		
	☐	Overseas Citizen of India (OCI)		
	☐	Person of Indian Origin(PIO)		
Phone	(Home)		(Work)	
	(Mobile)		(Any other)	
Email ID	_____ @ _____			
Correspondence Address				
Self-Owned				
Rented				
Permanent Address	Tick if same as Correspondence address			
Self-Owned				
Rented				
Prior investment with the Himalaya Group project	Yes		Yes	
	If yes, Commercial Unit/Space No.: _____ Project Name _____			

(Applicant)

(Co -Applicant)

Co - Applicant Details					
Name					
Son of / Daughter of / Wife of					
Date of Birth					
Marital Status	Single		Married		
Gender	Male		Female		Other
Nationality					
Occupation					
IT PAN No (Mandatory)					
Aadhar No. (Mandatory)					
Residential Status		Resident Indian Non Resident Indian (NRI) Overseas Citizen of India (OCI) Person of Indian Origin (PIO)			
Phone	(Home)		(Work)		
	(Mobile)		(Any other)		
Email ID	@				
Correspondence Address					
Self-Owned					
Rented					
Permanent Address					
Self-Owned					
Rented					

(Applicant)

(Co -Applicant)

COMPANY/FIRM/LLP AS AN APPLICANT	
Name of Company/Firm/LLP	
Date of incorporation	
Correspondence Address	
Registered Address	Tick if same as correspondence address
Name of the authorize contact person	
Contact Numbers	(Work) (Mobile)
Email ID	_____ @ _____
Company/Firm/LLP PAN Card (Mandatory)	
Corporate Identification Number (CIN) /LLPIN (If applicable)	
Corporate Identification Number (CIN) /LLPIN (If applicable)	

(Applicant)

(Co -Applicant)

Commercial Unit/Space Details

Commercial Unit/Space No.	
Floor	
Floor Plan of the Commercial Unit/Space	As provided in Brochure
Specification of Commercial Unit/Space	As provided in Brochure
Carpet Area of the Commercial Unit/Space (in sq.mtr. and sqft.)	
Covered Area and Super Area of the Commercial Unit/Space (in sq.mtr. and sqft.)	
Source of Booking	Direct Channel Partner Sub Source:
Real Estate Agent name (if applicable) and RERA Registration no#	A) Name of Entity: B) RERA Registration Number: C) Validity up to: D) State of registration: Seal
Total Price of the said Commercial Unit/Space (including taxes at the rates applicable on booking)	Rs.:
Break-up of Total Price	Annexure A
Payment Schedule	Annexure B
Payments to be made in favour of	
Interest for delayed payments	As per applicable law / Definitive Documents

(Applicant)

(Co -Applicant)

Terms and Conditions

Nature of Booking

1. That the allotment is entirely at the discretion of the Company and the Company reserves the rights to accept or reject any request for booking without assigning any reason of whatsoever nature. The allotment shall be confirmed only after issuance of the letter of the allotment by the company after clearance 10% of sale consideration plus applicable taxes.

2. That the Commercial Unit/Space shall be sold as an independent Commercial Unit/Space with undivided interest in the common areas and facilities of the project subject to the description mentioned in the deed of declaration submitted under section 12 of the Uttar Pradesh Apartment Act, 2010. As there are many units/space in the said project and services & facilities are common in the project therefore various other agreements like maintenance agreement, parking allotment, agreement for supply of electrical energy agreement for power backup etc. have to be executed at the time of possession.

Registration & Other Charges

3. Registration charges, stamp duty, sublease deed charges and other incidental expenses for transfer of property right at the time of registration shall be borne by the Applicant(s). Other statutory taxes, goods and services tax or any other enhancement imposed or to be imposed by the government/ semi-government/any competent authority and charges for additional facilities as applicable from time to time shall be extra and are to be borne by the applicant(s).

4. That in case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the applicants/allottee (s) or bank/financial institution. the Developer has sole right to reissue or reject the reissuance. The reissuance at every time shall attract a fee of Rs.10,000 plus GST as applicable, as administrative charges and shall be payable by the allottee (s).

Delayed Payments

5. That the installments of payment will run as opted for in the booking application. The applicants shall be bound to make timely payments as per the payment schedule and in case of default, interest will accrue upon the delayed payment and such accrued interest over the delayed payment will be determined and payable from time to time with due payment. Timely payment is the main essence of the booking and in case of delay interest @ 11% per annum shall be charged for the delayed period.

6. In case of default by Applicant/allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Commercial Unit/Space in favors of the Applicant/s and refund the money paid to him/her/it/them by the Allottee/s by deducting the Booking Amount and the Interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit.

Cancellation of Allotment

7. In case the applicant(s)/allottee(s) surrender/cancel the booking/allotment at any stage due to any reason what so ever than booking amount of the unit and all taxes on such unit shall be forfeited and balance (if any), after refunding the bank, shall be refunded without any interest.

Others

8. That it shall be responsibility of applicant(s) to inform the Company in writing about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence and it shall be deemed to have been received by the applicant (s) and the Company shall not be responsible for any default.

Project

9. The Promoter is absolute and lawful owner of plot admeasuring sq mtr situated at Ghaziabad, Uttar Pradesh. Company has acquired a piece and parcel of freehold land admeasuring approximately sq. meters located at....., Ghaziabd, (U.P),(hereinafter referred to as the 'Said Land') and thereby is the absolute and lawful owner of above said land and hereinafter referred to as the "Said Land".

10. That the buildings plans of entire proposed Commercial project have been duly sanctioned by the GDA vide letter no, dated The Complex have various towers comprisingof Commercial Units/ Commercial shops along with the common area and facilities as well as with the facility of parking spaces, lifts and etc. The Parking spaces have been declared in limited common areas and facilities.

Loan

11. Loan from financial institution to finance the said Commercial Unit/Space may be availed by Applicant(s) at their own. Though the case of loan financial facility is to be applied for and pursued by the individual Applicant(s) on their own. The Company will provide assistance without any obligation of any nature upon the Company through their personal to provide all official documents of project for legal and technical clearance without any responsibility for delay in payment. In case of delay for approval of loan for loan rejected by the bank, the payment shall be treated as delayed and interest will be charged by the Company on delayed payment and any other action may be taken as per rules/terms and conditions of the application form/allotment letter. Further, if a particular institution Bank refuses to extend financial assistance on any ground whatsoever, the applicant shall not make such refusal as a cause for non-payment of further installments/dues.

Declaration:

I/We the above Applicant(s) have examined all the documents and information relating to the Commercial Project filed by the Company before Uttar Pradesh Real Estate Regulatory Authority at the time of registration of the project, which includes the layout plan, approvals, other tentative plans, designs, specifications of the Commercial Unit/Space etc. and have fully satisfied myself/ourselves about the nature of rights, title, interest of the Company in the Said Land and the Commercial Project and the approvals, sanction and permissions for development that have been obtained by the Company. Further, I/We have completed all due diligence as to the right, title and interest of the Company to develop and market the Commercial Project on the Said Land and I/We have visited and inspected the site to my/our entire satisfaction, so as to confirm the competence of the Company to transfer the Commercial Unit/Space.

I/We do hereby further declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. Any allotment against this application shall be subject to the terms and conditions of this Application Form and the Definitive Documents. I/ we understand that the Company shall elaborate the terms and conditions stated herein and provided further terms in the Definitive Documents. The said terms and conditions shall be ipso- facto applicable to my/our legal heirs, transferees and successors. I/We undertake to inform the Company of any change in my/our address or in any other particular/information, given above, till the ownership of the Commercial Unit/Space is transferred to me /us by execution and registration of conveyance / sub lease deed, failing which the particulars shall be deemed to be correct and the communications sent at the recorded address by the Company shall be deemed to have been received by me/us.

I/we have fully read over and understood all the terms & conditions mentioned herein above and in the maintenance agreement, earmarked parking space, agreement for supply of electrical energy/power back-up. My/our all queries have been duly explained by the executive of the company. It is also clear to me/us that any changes in the sanctioned building plan/lay-out will be as per and subject to applicable laws. I/we hereby record our consent for all time to allow the Promoter for carrying out any required changes in the project.

Date: _____

Place: _____

Note: Persons signing the Application Form on behalf of other person/firm/company shall file proper Authorization / Power of Attorney.

Name of the Applicant

Signature of the Applicant

FOR OFFICE USE ONLY

Full Booking Amount Received : Yes ☐ NO ☐

Checked by Sales Personnel : _____

Approved by Sales Head : _____

Reg. No. : _____

Date. No. : _____

Checklist for receiving Official:

- (a) Booking Amount.
- (b) Customer Signature on all pages of the Application Form.
- (c) Signed copy of Annexure A
- (d) Signed copy of Annexure B
- (e) Pan No./Form 60/Copy of Pan Card
- (f) Copy of Address Proof & Copy of ID Proof
- (g) For Companies: Memorandum & Articles of Association and Board Resolution
- (h) For Partnership Firm: Authority Letter duly signed by all the Partners along with certified true copy of the Partnership Deed.
- (i) For Companies /firms/LLP/HUF: Photograph of Auhorised Representative/Person signing the form
- (j) For NRI Copy of Passport & Payment through NRE/NRO Account. In case of demand draft, confirmation from banker stating that the Demand Draft has been prepared from NRE/NRO account of allottee
- (k) E-mail ID and Mobile No of the Applicant(s)
- (l) Copy of Aadhar Card of Applicants

Remarks _____

ANNEXURE-B

PAYMENT PLAN

Down Payment Plan/Construction Linked Plan/Flexi Payment Plan/SPP

Sr. No.	Date of Payment	Amount	Payment as per Schedule accepted by the Applicant	Remarks

(Applicant)

(Co -Applicant)