

# **BOOKING FORM for DREAM MALL**

## **ANNEXURE-A**

### **PERSONAL INFORMATION FOR INDIVIDUALS**

#### Applicant's Details:

1. Name	:	_____
2. Father's Name	:	_____
3. DOB	:	_____
4. Qualification	:	_____
5. Spouse Name (if Any)	:	_____
6. Mobile number	:	_____
7. Present Address	:	_____
		_____
8. Permanent Address	:	_____
		_____
9. Office Address	:	_____
10. PAN	:	_____
11. Aadhar	:	_____
12. Occupation	:	_____

#### Co-Applicant's Details:

1. Name	:	_____
2. Father's Name	:	_____
3. DOB	:	_____
4. Qualification	:	_____
5. Spouse Name (if Any)	:	_____
6. Mobile number	:	_____
7. Present Address	:	_____
8. Permanent Address	:	_____
9. Office Address	:	_____
10. PAN	:	_____
11. Aadhar	:	_____

- The customer includes Individual, Partner(s) of Partnership Firm, Partnership firm, Director(s) of Company, Company, AOI etc.
- The company hereby referred as Hemkund Duplex And Boards Private Limited.
- Any Type of Govt. Duties are non inclusive.

## **INFORMATION FOR PARTNERSHIP FIRM (if applicable)**

1. Name of Firm : \_\_\_\_\_
2. Details of Registration as per Partnership Act 1932 : \_\_\_\_\_
3. Name of the Partners : \_\_\_\_\_
4. Authorized Partner : \_\_\_\_\_
5. PAN/TIN of firm : \_\_\_\_\_
6. Email Id : \_\_\_\_\_
7. Contact no : \_\_\_\_\_
8. Contact Person : \_\_\_\_\_

## **INFORMATION FOR COMPANY (if applicable)**

1. Name of Company : \_\_\_\_\_
2. Incorporation details : \_\_\_\_\_
3. Name of the Name of Directors : \_\_\_\_\_
4. Authorised Personal as per resolution : \_\_\_\_\_
5. PAN of company : \_\_\_\_\_
6. Email Id : \_\_\_\_\_
7. Contact no : \_\_\_\_\_
8. Contact Person : \_\_\_\_\_

## **Unit Details:**

1. Project Name : \_\_\_\_\_
2. Unit no. : \_\_\_\_\_
3. Super Area in Square feet : \_\_\_\_\_
4. Tower : \_\_\_\_\_
5. Floor : \_\_\_\_\_
6. Property : \_\_\_\_\_
7. Booking Date : \_\_\_\_\_

a) Basic Sale Price: \_\_\_\_\_

b) PLC Charges: \_\_\_\_\_

c) Other charges: \_\_\_\_\_

d) Total Pricing : \_\_\_\_\_

e) Total Amount to be paid : \_\_\_\_\_

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**KINDLY MENTION DOCUMENTS ATTACHED:**


• I/we \_\_\_\_\_ (applicant(s)) and \_\_\_\_\_ (co-applicant)/ Director(s)/ Partner(s)/ Authorized Signatory, do hereby sign this booking form after reading all the terms and conditions attached as Annexure B with this booking form.

• I/we, the Customer(s) do hereby further declare that my/our Application for booking of Shop/Hall is irrevocable and that the above particular/ information given by me/us is true and best of my knowledge and nothing has been concealed there from.

Name of Applicant(s)

Signature of Applicant(s)

1. ....

1. ....

2. ....

2. ....

Date .....

Place .....

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## **ANNEXURE B**

### Terms and conditions:

1. That the company has elucidated the Applicant; co-applicant along with the witness, all the details and the Customer has generally understood all limitations and Obligations in respect of the above mentioned Property as mentioned in Annexure A of this booking form.

2. That all the monetary transaction shall be made in account of a company details of which are as under:

Bank:-

Account no.:-

Account name:-

IFSC Code:-

Branch:-

3. That the booking amount of the Shop/Hall shall be atleast 20% of the total Property value.

4. That if the cheque of booking amount get dishonoured or bounced, this agreement shall be considered null and will not have any legal sanctity and any charges for dishonour of cheque or bounce of cheque shall be paid by the customer.

5. That all the amenities that will be enjoyed/used by the customer shall be fixed and paid distinctly.

6. That the Allotment letter of property booked shall be issued by the company within 07 days from the date of payment of Fifty-five Per cent of total Property value.

7. That once Allotment letter issued it could not be endorsed further without written consent of a company and only after following legal procedure.

8. That the seller shall have the right to effect suitable and necessary alteration in the project if and when found necessary which alterations may involve changes in the position/area of the Property/Apartment. If there are any increase/decreases in the area, the proportionate rate of Sq.ft. and other charges will be applicable to the changed area on the same rate at which the Property will have on date.

9. That any Government imposed duties shall be paid extra except the shop/hall cost exclusively.

10. That once the rate of the property gets final the customer shall not be entertained for the revision of the property rate after formal acceptance of booking form. Further as per RERA Act 2016 if any payment has been delayed by the customer in relation to the property booked or purchased or financed the interest rate shall be charged as per company's norm from the first date of delay.

11. That in case of revocation of the booking, the amount shall be refunded/adjusted after the deduction of the cancellation charges as per company's norms including Government imposed duties and taxes.

12. That the accountability of payment of all legitimate expenses shall lie with the customer only.

13. That customer agrees that in case the customer fails to deposit the stamp duty, registration charges, and all other incidental and legal expenses so demanded with in the period of explained, the Company have the right to cancel the allotment and forfeit the earnest money and Non-Refundable amount (if any) etc and refund the balance amount to the purchaser without any interest upon realization of money from re-sale/re-allotment to any other party.

14. That the Power of attorney duly registered as per Registration Act in the office of Sub-Registrar shall be entertained after full investigation.

15. That any change related to the property particulars by the customer shall be done on non-judicial stamp paper duly notarised.

16. That no further intimation or demand shall be raised by the company for any payment and compliances and once Allotment letter issued, the customer shall suo-moto do all compliances and it will be deemed that the customer has all the knowledge of the compliances.

17. That the company shall secure the right of annulment or re-assignment of property/Property of the customer if the instalment of the customer get lapsed/ bounced/ delayed for the period of continuous Two months.

18. That the Property/Apartment allotted to the purchaser may be mortgaged for the housing loan sanctioned by any financial institution to the purchaser and the seller shall have no objection for making lien in favour of financial institution.

19. That the purchaser has gone through all the terms and conditions set out in this Agreement, understood the mutual rights and obligations and agree that some of the conditions set Out in this Agreement, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Said Complex and it provide the occupants with a sense of pride and identify for their residence and it is because of this reason that the purchaser is investing in the said property. The purchaser has assured the Seller that in his judgment that such exclusivity would enhance goodwill and prestige of their residence and as such, the purchaser is/are fully satisfied with the purpose/objective of incorporating these conditions. The purchaser also confirms that the purchaser has chosen to invest in the Property after exploring all other options of similar properties available with other builders, developers and available in resale in the vast and competitive market of Lucknow Region and the purchaser finds that the Properties suitable for the purchasers residence, and therefore, have voluntarily approached the Seller for allotment of the Said Apartment in the Said Complex

20. That this Contract cum Memorandum of Understanding is covered by the laws of the India where the two parties are domiciled as Germane.

21. That if the customer is Non-Residential Indian status then also the disagreement between company and customer shall be shielded under Law of India.

22. That any dispute will be attempted to be resolved amicably first, Then by mutually agreed Arbitration as per Arbitration and Conciliation Act, 1996 and finally under the law. Furthermore if any customer does not follow the procedure as mentioned in this para then no dispute shall be entertained directly without following unabridged procedure.

23. That the Jurisdiction will be Lucknow only for Arbitration and other Legal Actions.

24. In the event a court of competent jurisdiction declares any term or provision of this contract to be invalid or unenforceable for any reason, this contract will remain in full force and effect, and either: (a) the invalid or unenforceable provision(s) will be modified to the minimum extent necessary to make such provision(s) valid and enforceable; or (b) if such a modification is not possible, this contract will be interpreted as if such invalid or unenforceable provision(s) were not a part of this Contract cum Memorandum of Understanding.

25. That the company will not be liable for any failure or delay in performing an obligation under this Contract cum consent form that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

26. That all the provisions mentioned in this Agreement cum Memorandum of understanding shall be applicable to customer of any kind as mentioned in footnote of this Agreement cum memorandum.

IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the day, month and year first above written Signed for and on behalf of the company and customer:

In the Presence of witness:

1. Name of the Witness:

2. Name of the witness:

( \_\_\_\_\_ )

**AUTHORISED SIGNATORY OF DREAM MALL.**

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