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CUSTOMER BOOKING FORM

happinest
PALGHAR - I

APPLICATION FORM

Date: _____

To:

MAHINDRA HAPPINEST DEVELOPERS LIMITED ('Promoter')
Mahindra Towers, 5th Floor,
Worli, Mumbai- 400 018

Ref.: Project - Happinest - Palghar Project 1 having RERA Registration No. _____.

Sub: Application for allotment of an Apartment in your Project - Happinest - Palghar Project 1 to be developed on Plot No. 1 bearing Gat No. 158/183 (part)/183(part) admeasuring 33816 sq.mtrs at Village Nandore, Off Palghar Manor Road, Palghar East, Palghar District, Maharashtra.

Dear Sir / Madam,

I/We, the Applicants(s), have visited and gone through your webpage having Registration No. _____ on the website of the Maharashtra Real Estate Regulatory Authority ('MahaRERA') for understanding full details of the Project - Happinest - Palghar Project1 being constructed at Plot No. 1 bearing Gat No. 158/183 (part)/183(part) admeasuring 33816 sq.mtrs at Village Nandore, Off Palghar Manor Road, Palghar East, Palghar District, Maharashtra and have also gone through and understood all the documents uploaded on the website including all title documents, approvals, draft of Allotment Letter, draft of Agreement for Sale etc.

I/We (the "Applicant(s)") intend to purchase a residential Apartment No. _____ of the _____ Type admeasuring _____ sq. mtr. of Carpet area alongwith for exclusive use of the Allottee open balcony of _____ sq. meters, enclosed balcony of _____ sq. meters, on _____ floor in the _____ Wing of _____ building ("**the Apartment**") at Project "Happinest - Palghar Project 1", for the consideration of ₹ _____ (Rupees _____ only) including ₹ _____ (Rupees _____ only) including being the proportionate price of the common areas and facilities.

The total consideration amount for the apartment is thus ₹ _____/- (Rupees _____ Only), which shall be subject to tax deducted at source ('TDS') at applicable rates ("Total Consideration"). The Total Consideration as mentioned above excludes taxes paid or payable by the Promoter, and/or which are recoverable from me/us, at applicable rates from time to time by way of goods and Services Tax ("GST") and Cess or any other similar / indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Apartment and/or Agreement for Sale upto the date of handing over the possession of the said Apartment.

I / We hereby enclose a Cheque/Demand Draft No. _____ dated _____ drawn on _____ Bank, branch at _____ for an amount of ₹ _____/- (Rupees _____ Only) in favour of 'Mahindra Happinest Developers Limited' towards token money for my/our application for the Apartment and request you to kindly allot the Apartment in my / our favour.

I/We are aware and agreeable that, if my/our application is accepted by you then upon realization of Cheque / Demand Draft towards the token money and further payments of ₹ _____/- (Rupees _____ only) aggregating 10% of the total consideration of the Apartment alongwith all applicable taxes thereon on or before _____, you shall issue me/us an Allotment Letter.

I/We understand that prior to making further payments beyond 10% of the total consideration, I/we will have to execute and register an Agreement for Sale as per the specimen uploaded on the webpage of the RERA website for the Project. The terms and conditions including the payment plan given in the specimen of Agreement for Sale uploaded on the webpage are acceptable to me/us.

In the event, I/we fail to pay further payment of ₹ _____/- (Rupees _____ only) aggregating 10% of the total consideration of the Apartment on or before _____, then you may treat this application as automatically cancelled/withdrawn and thereafter, you shall be at liberty to deal with the Apartment as you may deem fit without any recourse to me/us. In such an event the amount paid by me/us to MHDPL shall be refundable without any interest thereon, within 30 days of cancellation, after deducting applicable taxes including GST etc. paid/payable and any other amount as provided under any law, Act or Rules thereunder.

In the event, you do not accept my/our application for any reason whatsoever, the amount paid by me/us to you shall be refunded within 30 days of this application without any interest or compensation whatsoever.

As required by you, I/we am/are enclosing the details / documents giving my/our personal details for your records. I / We, the undersigned Applicant(s) declare and confirm that the particulars furnished by me/us in enclosed documents are true and correct.

I/We have also read and understood the Terms and Conditions attached with this application and I/we shall abide by the same.

I/We request you to kindly acknowledge this application and issue me/us a receipt for the token payment of ₹ _____/- enclosed herewith.

Yours faithfully,

Name

First Applicant

Name

Second Applicant

Name

Third Applicant

TERMS AND CONDITIONS

1. The Applicant shall be treated as the "Allottee" upon issuance of the Allotment Letter by the Promoter.
2. The Allottee shall make timely payments towards the Apartment in the manner indicated in the payment Plan annexed.
3. Pursuant to section 194 IA of the Income Tax Act 1961, the Allottee is required to deposit 1% of Total Consideration, wherever applicable, as tax deducted at source (TDS) with Government of India. The Allottee have option to pay entire TDS on the total consideration within ____days from the date of the Allotment Letter or pay TDS on each instalment as per the payment schedule. The copy of the TDS certificate shall be submitted by the Allottee to the Promoter within 15 (fifteen) days from the date of making payment of entire TDS or from the payment of each instalment amount as the case may be. Non-submission of TDS certificate within stipulated timeline shall be construed as event of default. In case the Allottee have paid TDS @1% of the total consideration and have submitted to the Promoter the requisite TDS certificate and thereafter the event of Cancellation/Termination arises, then the amount of TDS paid by the Allottee shall be refunded to the Allottee upon completion of Termination/Cancellation formalities /documentation and such refund amount shall not carry any interest
4. The Allottee shall pay the requisite stamp duty & registration charges on the Agreement for Sale to be executed by both the parties within 10 days from the date of the Allotment Letter. The Allottee shall attend the office of the sub-Registrar Palghar within 30 days from the date of the Allotment Letter for execution and registration of Agreement for Sale on the day, date and time that will be communicated to the Applicant by Promoter's office.
5. If the Allottee fails to make any payments or provide TDS Certificates on the stipulated date/s and time/s as required under the Payment Plan, then, the Allottee shall pay to the Promoter simple interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon ("the Interest Rate") , on all and any such delayed payments / amount of TDS computed from the date such amounts / TDS Certificates are due and payable till the date such amounts are fully and finally paid / TDS Certificates are submitted, together with the interest thereon at the Interest Rate.
6. Without prejudice to the right of the Promoter to charge interest in terms of clause above, on the Allottee committing 3 (three) defaults in payment on due date of any amount due and payable by the Allottee to the Promoter under the Payment Plan (including his/her proportionate share of taxes levied by statutory authority / concerned local authority and other outgoings) the Promoter, at its own option, may terminate the allotment.
7. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee or mail at the e-mail address provided by the Allottee, of its intention to terminate the allotment and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the allotment. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the allotment stands terminated.
Provided further that upon termination of the allotment as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of agreed liquidated damages/forfeiture amount or any other amount which may be payable to Promoter as mentioned below), the amount which may till then have been paid by the Allottee to the Promoter, within a period of 30 (thirty) days of the termination.

Upon termination of the allotment by the Promoter as aforesaid, the Promoter shall refund to the Allottee, subject to adjustment and recovery of agreed liquidated damages/forfeiture amount or any other amount which shall be payable by the Allottee to the Promoter as mentioned below:

- (a) The forfeiture amount shall be ₹_____ (Rupee_____ only) being 10% (ten percent) of the Total Consideration. The Allottee hereby agrees and accepts that the aforesaid forfeiture amount of 10% (ten percent) is just and fair pre-estimated liquidated damages agreed between the Promoter and the Allottee, the Allottee shall not object or in any way question the basis on which the said 10% (ten percent) amount has been arrived at and hereby consents to the same irrevocably;
- (b) GST and all other taxes paid or payable on this Agreement upto the date of termination;
- (c) the amount of interest paid and payable by the Allottee to the Promoter in terms of the Agreement from the dates of default in payment till the date of termination.

The Allottee agrees that dispatch of the cheque / pay order / demand draft from the Promoter towards the said refund by hand delivery / registered post at the address of the Allottee provided herein, whether the Allottee accepts the delivery and/or encashes the cheque or not; or payment of the refund amount as aforesaid by RTGS, will amount to refund and full discharge of the Promoter's obligation in respect thereof.

8. In the event of any default either in the payment of any amount in accordance with the payment schedule annexed or in the compliance of any of the terms and conditions in connection with the provisional reservation of the Apartment, the Promoter shall be **without prejudice** to its right to insist on specific performance, entitled to cancel the allotment of the Apartment and the Promoter shall be at liberty to deal with, sell and dispose of the Apartment in favour of any other person without any recourse to the Allottee.
9. In the event, the Allottee withdraws / cancels the booking of the Apartment made under the Allotment Letter or terminates this Agreement, save and except for the reason of failure of the Promoter to abide by the time schedule for handing over the said Apartment to the Allottee on the Possession Date as mentioned in clause 6.2 of the Agreement, then the Allottee shall give a prior written notice ("Notice") of 30 (thirty) days alongwith reasons for withdrawal / cancellation / termination. The Allottee shall also return all documents (in original) pertaining to the Apartment to the Promoter along with the Notice.

Upon receipt of Notice by the Promoter, the Allottee shall not have any right, title and/or interest in the Apartment and/or the Real Estate Project and/or the Project Land except refund of money as mentioned below and the Allottee waives his/her/their/its right to claim and /or dispute against the Promoter in any manner whatsoever and the Promoter shall be entitled to deal and dispose of the said Apartment as it deems fit.

Within 30 (thirty) days from the expiry of the Notice period of 30 (thirty) days and subject to execution and registration of the documents by the Allottee as mentioned hereinbelow, the Promoter shall refund to the Allottee the amounts received from the Allottee without any interest and compensation thereon after deducting:

- (a) an amount of ₹_____ (Rupees _____ only) being 10% (ten percent) of the Total Consideration towards forfeiture being just and fair pre-estimated liquidated damages agreed between the Promoter and the Allottee;
- (b) interest on any overdue payments;
- (C) payment of all taxes received from the Allottee and paid by the Promoter to the Authorities; and
- (d) amount of stamp duty and registration charges to be paid on deed of cancellation of the registered Agreement for Sale.

The aforesaid refund to the Allottee shall be made simultaneously upon the Allottee executing and registering the deed of cancellation or such other document as may be required by the Promoter, failing which, the Promoter shall be entitled to proceed to execute / register the Deed of Cancellation for and on behalf of the Allottee as an authorized constituted attorney of the Allottee before the appropriate Sub-Registrar, and the Allottee hereby acknowledges and confirms and authorizes the Promoter accordingly. The Parties further confirm that any delay or default in such execution / registration of the Deed of Cancellation and other documents shall not prejudice the cancellation of the Apartment and the Promoter's right to sell / transfer the Apartment to any third party without any reference to the Allottee.

For the sake of clarity it is agreed between the parties that, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination.

- 10. The Promoter at its sole discretion may use such construction methodology, where all walls, floor slabs, columns, beams, stairs, balconies, together with door and window openings may be cast at a place in a single/multiple site based operation. Because of use of such construction methodology, the Allottee therefore agrees not to do any modifications in the structure after handover.
- 11. This Application and Allotment Letter is not transferable.
- 12. The Promoter shall have lien on the said Apartment till all amounts due by the Allottee are paid.
- 13. All payments (except payments for stamp duty & Registration charges) should be favouring **“Mahindra Happinest Developers Limited” and to be made by Cheque / Demand Draft / Pay Order payable at Mumbai or by RTGS. Any collection charges or cheque dishonour charges levied by bank shall be recovered from the Allottee with interest.**
- 14. All payments towards booking / purchase of the Apartment shall be made only by the Allottee / by the financial institution that has lent money to the Allottee against the Apartment and not by any other party on the Allottee's behalf. Payment made by third party on the Allottee's behalf shall not be accepted and recognized by the Promoter.

Name	Name	Name
First Applicant	Second Applicant	Third Applicant

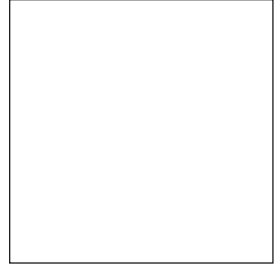
PAYMENT PLAN

Sr. No	Schedule Description	% of Total Consideration	Consideration Amount payable (In Rs.)	GST (In Rs.)	Total Consideration amount along with GST (in Rs.)
1	Paid before execution of this Agreement	10%		As applicable	
2	To be paid immediately after the execution and registration of Agreement	5%			
3	On or before 15th day from the date of registration of the Agreement	5%			
4	On or before 30th day from the date of registration of the Agreement	10%			
5	To be paid on completion of the Plinth of the Building	15%			
6	To be paid on completion of all the slabs	25%			
7	To be paid on completion of the walls, external plaster, floorings doors and windows of the said Apartment (To be referred as "Finishing Work - 1")	5%			
8	To be paid on completion of the staircases, lift wells, lobbies upto the floor level of the said Apartment, internal plumbing and , elevation, terraces with waterproofing, of the building (To be referred as "Finishing Work - 2")	10%			
9	To be paid on completion of the sanitary fittings, lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in this Agreement (To be referred as "Finishing Work - 3")	10%			
10	To be paid at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate, as the case may be (To be referred as "On Possession")	5%			
Total		100%			

Additional expenses for Apartment payable at the time of taking Possession of the Premises:		₹
A	Maintenance Charges for 1 Year	
B	Legal, Documentation & Society Formation Charges	
C	Share Application Charges	
(A+B+C) Total		
D	Stamp Duty & Registration Charges	As applicable at the time of execution of Agreement
<p>By Demand Draft or Pay Order in favour of _____ or NEFT Details mention below;</p> <p>Name - _____</p> <p>Branch - _____</p> <p>A/c. Name - _____</p> <p>A/c. No. - _____</p> <p>IFSC Code - _____</p> <p>Type of Account - Saving</p>		
<p>A demand Draft or Pay order of any Bank (Other than a Co-operative / Scheduled Bank Ltd) for the said amount.</p>		

INFORMATION ABOUT THE INDIVIDUAL APPLICANTS

FIRST APPLICANT



Applicant Name : Mr / Mrs / Ms /Smt :- _____

Son / Wife / Daughter of : Mr / Mrs:- _____

Date of Birth : _____ Age : _____

Profession (Designation) / occupation : _____

Name of Company /Organization Currently working : _____

Present Mailing Address : _____

City : _____ State : _____ Pin Code No : _____

Permanent Address : _____

City : _____ State : _____ Pin Code No : _____

Telephone No : _____ Mob No. 1 : _____ Mob No. 2 : _____

E-Mail address : _____

Nationality : _____

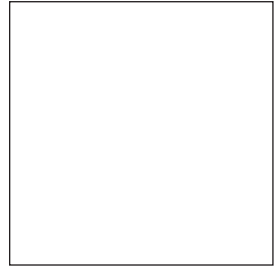
Residential Status : _____

[Resident / Non-Resident / Foreign National / Person of Indian Origin]

PAN : _____ Aadhar Card No. : _____

INFORMATION ABOUT THE INDIVIDUAL APPLICANTS

SECOND APPLICANT



Applicant Name : Mr / Mrs / Ms /Smt :- _____

Son / Wife / Daughter of : Mr / Mrs:- _____

Date of Birth : _____ Age : _____

Profession (Designation) / occupation : _____

Name of Company /Organization Currently working : _____

Present Mailing Address : _____

City : _____ State : _____ Pin Code No : _____

Permanent Address : _____

City : _____ State : _____ Pin Code No : _____

Telephone No : _____ Mob No. 1 : _____ Mob No. 2 : _____

E-Mail address : _____

Nationality : _____

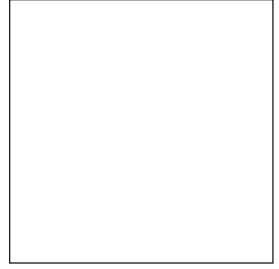
Residential Status : _____

[Resident / Non-Resident / Foreign National / Person of Indian Origin]

PAN : _____ Aadhar Card No. : _____

INFORMATION ABOUT THE INDIVIDUAL APPLICANTS

THIRD APPLICANT



Applicant Name : Mr / Mrs / Ms /Smt :- _____

Son / Wife / Daughter of : Mr / Mrs:- _____

Date of Birth : _____ Age : _____

Profession (Designation) / occupation : _____

Name of Company /Organization Currently working : _____

Present Mailing Address : _____

City : _____ State : _____ Pin Code No : _____

Permanent Address : _____

City : _____ State : _____ Pin Code No : _____

Telephone No : _____ Mob No. 1 : _____ Mob No. 2 : _____

E-Mail address : _____

Nationality : _____

Residential Status : _____

[Resident / Non-Resident / Foreign National / Person of Indian Origin]

PAN : _____ Aadhar Card No. : _____

INFORMATION ABOUT THE NON-INDIVIDUAL APPLICANT

Name of Company _____

Authorized Rep. Name _____

Date of Incorporation _____

Registered Office Address _____

City : _____ State : _____ Pin Code No : _____

Correspondence Address _____

City : _____ State : _____ Pin Code No : _____

Telephone No / Fax No. Mob _____

E-Mail address _____

Nationality _____

Residential Status _____

[Resident / Non-Resident / Foreign Company]

PAN _____

INFORMATION ABOUT THE APPLICANT
(In case applicant is a Partnership Firm / LLP)

Name of Firm _____

Authorized Partner _____

Date of Formation _____

Registered Office Address _____

City : _____ State : _____ Pin Code No : _____

Correspondence Address _____

City : _____ State : _____ Pin Code No : _____

Telephone No / Fax No. Mob _____

E-Mail address _____

Nationality _____

Residential Status _____

[Resident / Non-Resident / Foreign Company]

PAN _____

DOCUMENTS FURNISHED BY THE APPLICANT

1. Individual Resident of India

- Copy of Pan Card
- Copy of Aadhar Card
- 2 Passport size Photographs
- Address proof

2. Partnership Firm

- Copy of Pan Card of the partnership Firm.
- 2 Passport size Photographs
- Copy of partnership Deed
- In case of one of the partners has signed the documents, an authority letter from other partners' authority from other partners authorizing the said person to act on behalf of the Firm.

3. Private Limited & Limited Company

- Copy of Pan Card of the Company
- 2 Passport size Photographs
- Article of Association & Memorandum of Association duly signed by the Company Secretary of the Company
- Board Resolution authorizing the Signatory of the application to buy property on behalf of the company

4. Hindu Undivided Family (HUF)

- Copy Of Pan card of HUF
- 2 Passport size Photographs
- Authority letter from all coparceners' authorizing the Karta to act on behalf of the HUF

5. NRI / Person of Indian Origin

- Copy of the individual's Passport
- 2 Passport size Photographs
- NRE / NRO account no & Bank / Branch

MODE OF BOOKING

(i) Direct

(ii) Property Dealer / Channel Partner/Broker

(Mention name & address of the Dealer/Channel Partner/Broker with stamp)

Name: _____

RERA Registration No.: _____

Address: _____

Signature

Stamp & Date: _____

Declaration: I / we, the Applicant (s) do hereby declare that the above particulars/information provided by me/us in this application and its enclosures is true and correct.

Yours faithfully,

Signature

First Applicant

Signature

Second Applicant

Signature

Third Applicant

Signature

Site / Sales Manager of MLDL

Date: _____

Mahindra Happinest Developers Limited,
Gut No. 158/183 P/183 P/ Plot No. 1,
Village Nandore, Taluka Palghar,
District Palghar - 401 404, Maharashtra.

☎ 9029004499 | Visit: www.mahindralifespaces.com

happinest

PALGHAR - I

MahaRERA Registration No. for Happinest, Palghar - I, P99000014911 available at website: <http://maharera.mahaonline.gov.in>

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