



w.e.f. – 01-07-2013

Receipt No.....
DATE :

APPLICATION FORM

Application No _____

Date/...../.....

I. Code:.....

To,

High Land Infrabuild Pvt. Ltd.

3rd Floor, Baba Palace, Near B.P. Petrol Pump, Tedi Puliya, Ring Road, Lucknow.

Dear Sir,

I/We request to register my/our expression of interest ("EOI") for provisional allotment of a residential plot ("Unit") as per details given below, in the housing project "**Highland Greens**" BEING DEVELOPED BY YOU AT Khewli, Deva-Kursi Road, Barabanki, (U.P.)

I/we further agree to pay the installments or Basic sale price demanded by the Company and the installments/payment plan opted by me/us, failing which the allotment will be cancelled and the booking amount shall be forfeited by the Company.

Personal Details

Sole/First Applicant:

SW/D of

Co- Applicant:

SW/D of

Permanent Address

..... Pin

Correspondence Address.....

..... Pin

Telephone Mobile..... E-mail

Date of Birth..... Nationality..... Permanent Account No. (PAN).....

Occupation: Designation.....

Office Name Office Address

..... Pin.....

Nominee:

Name of Nominee:

SW/D of

Relation with Applicant:.....

Permanent Address

..... Pin

Correspondence Address.....

..... Pin.....

Telephone Mobile..... E-mail

Date of Birth..... Nationality..... Permanent Account No. (PAN).....

Occupation: Designation.....

Office Name Office Address

..... Pin.....

Current photo of applicant
(Passport size)

Current photo of co- applicant
(Passport size)

Current photo of Nominee
(Passport size)

Signature of the Sole/First Applicant

Signature of the Co- Applicant

Signature of the Nominee



DETAILS OF THE UNITS REQUIRED FOR PROVISINAL REGISTRATION

Unit No Block No
Area of Unit

Details of Payment Option:

- **One-Time Payment (OTP):** {Rs.100000.00 + (PLC) at the time of booking & rest Rs. 4,00,000.00 within 10 days (Rs. 25000.00 Cash Discount)
- **Interest Free Installments Option (IFI):** {Rs.100000.00 + (PLC) at the time of booking and 4,00,000.00 in 40 equally Monthly Interest Free Installments of Rs.10, 000.

I/We, the applicant (s) agree to book the Unit under your scheme - OTP/IFI (tick any one)

Specify Payment Option:

- **OTP - Rs. 100000.00** at the time of booking & the balance of Rs. 4, 00,000.00 within 10 days.
- **IFI- Rs. 100000.00** at the time of booking & rest 40 months installment of Rs. 10000.00 on every 5th of the coming month

Details of Pricing:

| | | | |
|---|---|---|------------------|
| I. Basic Sales Price (BSP): | @ Rs. 500.00 per Sq. Ft. X 1000 Sq. Ft. | = | Rs. 5,00,000.00 |
| II. Preferential Location Charge (PLC) (if any) | | | |
| • Corner Unit (5%): | @ Rs. 15.00 per Sq. Ft. X 1000 Sq. Ft. | = | Rs. |
| • Park Facing/Touching Unit (5%): | @ Rs. 15.00 per Sq. Ft. X 1000 Sq. Ft. | = | Rs. |
| TOTAL VALUE FOR Preferential Location Charge (PLC) (if any) | | = | Rs. |
| TOTAL | | = | Rs. 5, 00,000.00 |
| GRAND TOTAL | = Rs. 5, 00,000.00 + {(PLC) Rs.} | = | Rs. |

I/We, the applicant (s) do hereby declare that my/our application for allotment of a unit to the seller is irrevocable and that the above particulars/information/details given by me/us are true and correct and if any misrepresentation/ concealment/ suppression of material facts are found to be made by the applicant, the allotment will be cancelled and the amount deposited by the applicant shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respects.

Date _____
Place _____ Signature of the Sole/First Applicant Signature of the Co- Applicant



**INDICATIVE TERMS & CONDITION FORMIN G PART OF THIS APPLICATION FOR PROVISIONAL
ALLOTMENT OF A UNIT IN “Highland Greens” Khewli, Deva-Kursi Road, Barabanki, Uttar Pradesh**

The terms and condition given below are tentative and indicative nature with a view to acquaint the Applicant as comprehensively set out in the Buyer’s Agreement which, upon execution, shall supersede the terms and conditions set out in this application. That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine gender.

1. That the Applicant has applied for registration for provisional allotment of a residential Unit in the above scheme/project being developed by “High Land Infrabuild Pvt. Ltd”
2. That Application is to be accompanied with the registration amount payable shall be **Rs. 100000.00** of the Basic Sale Price & Preferential Location Charges (**BSP + PLC**) as per payment plan, by **A/c Payee cheque** or draft favoring “High Land Infrabuild Pvt. Ltd” payable at **Lucknow** outstation cheques/drafts will be accepted.(subject to the clearance)
3. The final allotment is entirely at the sole discretion of the Company and the Company reserves the right to accept or reject the application without assigning any reason thereof.
4. (a) The Applicant has seen and accepted the proposed land/layout plans. Specifications, location of the Unit and other terms and conditions of the Aforesaid project as shown in the sale brochures/documents which are subject to alterations and modifications by the Architect/Company or any competent authority before or during the course of development and the Applicant is making this application with full knowledge about the same and agree that the Company shall be entitled to do so without any objection or claim from the Applicant/ Allottee.
(b) The Company may on its own, provide additional facilities other than those mentioned in the sale brochures due to technical reasons or due to popular demand or for reasons of overall betterment of the individual unit (as demanded). The same shall be binding on the Allottee and the proportionate cost of such changes shall be borne by the Allottee.
(c) The Company shall have the right to effect suitable necessary alterations in the layout plans, if and when found necessary, which alterations may involve all or any of the following change, namely changes in the position of the Unit, change in the number of the Unit and/or change in its dimensions or area.
(d) The Company shall be not responsible for providing external services it is clearly understood that external services such as sewer, drainage connections, external roads, electricity power connection and its feeder line and any other essential connectivity to municipal/ government facility are to be provided by the government/ concerned local authority .
5. The applicant agrees that he shall pay the price of the resident unit and other charges will be made in the price of the Unit based on original rate at which the Unit was allotted.
6. The Applicant/Allottee undertakes to abide by all laws, rules and regulations or any other law as may be made applicable to the said property i.e. land, other common areas, club house amenities and facilities. All taxed, levies, charges or assessments levied by State/Center Govt. or any other authority/local body on the land shall henceforth be payable by the Allottee.
7. The Applicant hereby agrees that **Rs. 10000.00** of the Basis Sale Price & Preferential Location Charges for the Unit shall constitute earnest money and in case of non-fulfillments of these terms & condition and/or those of Allotment Letter/Buyer’s Agreement by the Allottee or if inability is expressed by the Allottee to perform his/her part of the contract, the allotment shall stand cancelled and the earnest money pad by him/her to the Company shall be forfeited and balance amount, after adjustment of due/overdue interest and other dues if any, shall refunded to the Allottee without any interest after 120 days from the date of cancellation of allotment.
8. (a) The Company shall endeavor to complete the Unit within a period specified in the Letter of Allotment and/or Buyer’s Agreement to be entered into, subject to timely payment by the Allottee of installments and other charges when due and payable or demanded by the Company.
(b) The Applicant agrees that the development of the project is subject to force majeure conditions which includes delay for any reason beyond the control of the Company like non-availability of building materials and/or labour problems and/or enemy action and/or natural calamities and/or any Act of God and/or in case of delay in possession as a result of any notice, order rule, notification of the Government/public/competent authorities or any other reason beyond the control of the Company including force majeure and in such an even the Company shall be entitled to reasonable extension of time without the Allottee being entitled to claim compensation of any nature whatsoever for the periods of delay.
9. In addition to the external electrification charges (EEC), as mentioned in the Price Lit, the Government of Uttar Pradesh or any other authority with a view to recover the cost of development with regard to State/National Highway, transport irrigation facilities, power facilities etc. may impose/levy additional levy (lies) fees, cesses, charges etc. by whatever name called on prescribed basis either existing or livable in future and in that event, the intending Allottee agrees to pay the same either directly to the concerned authorities or if paid by the Company, reimburse the same to the Company on pro-rata basis on demand being raised by Company on him in this regard. It is made clear that the said charges shall be levied on pro-rata basis pertaining to the said property in “Highland Greens” premises and the same shall be assessable/applicable/ calculable from the date of this Application.
10. Timely payment of installments as indicated in the Payment Plan is the ESSENCE of the Contract/allotment. No separate letter for payment of installment on the due dates will be issued. It will be obligatory on the part of the Allottee to make the payment on or before the due dates. If any installments as per payment schedule is not paid within due date, the Company will be charging 18% interest per annum on the delayed payment from the due date. Further, if the payment remains in arrears for more than 60 days, the allotment shall automatically stand cancelled at the sole discretion of the Company without any prior intimation/notice to the Allotment and the Allottee will ceases to have any lien on the Unit. Out of the total Amount deposited by the Allottee the earnest money being 10% of the Basis Sale Price (BSP) + Preferential location charges (PLC) will stand forfeited, and after deduction of due/overdue interest against the said allotment and any other charges, the balance amount, if any shall be refunded without interest after 120 days of cancellation of allotment. However, the Company may, at its sole discretion, condone the delay in payment exceeding 60 days by **charging interest @ 18% p.a.** and restore the allotment in case the allotted Unit has not been allotted to someone else. Alternate Unit if available may also be offered in lie. Time is the essence with respect to the Applicant’s obligation to pay the sales price as provided in the payment schedule along with other payments such as applicable stamp duty, registration fee and other charges more specifically stipulated in the Buyer’s Agreement to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all other obligations of the Applicant under the Buyer’s Agreement. It is clearly agreed and understood by the Applicant that it shall not be obligatory on the part of the Company to send demand notices/ reminders regarding the payments to be made by the Applicant as per the schedule of payments or obligations to be performed by the Applicant. However, the Company without prejudice to Applicant’s right may terminate the Allotment/ Agreement at its sole discretion and enforce all the Payments and seek specific performance of this Agreement in such a case. The parties agree that the possession of the Unit will be handed over to the Applicant only upon the payment of all outstanding dues, penalties etc. along with interest by the Applicant to the satisfaction of the Company.

Date _____

Place _____

Signature of the Sole/First Applicant

Signature of the Co- Applicant



11. The Allottee shall take possession of the allotted Unit within 60 days of intimation sent by Regd. / Courier/ at his correspondence address after settlement of all accounts and dues accruing to the Company. Possession of the allotted Unit shall be given only after receipt of total payment and dues including stamp duty charges and registration costs and any other charges etc. due in terms of Buyer's Agreement of otherwise for the allotted Unit. In case of failure to settle the account and to take possession with 30 days of intimation, the allotted residential unit shall lie at the risk and cost of the Allottee and the Allottee shall also be liable to pay holding charges @ Rs. 10/- sq. ft. per month or as fixed by the Company for the delay period along with other charges etc (if any). and the company shall be responsible only for a maximum period of 6 (six) months from the date of offer letter for possession for any observed deficiency in fixtures and fittings beyond which, the company is not liable for any such deficiency or to rectify the same. In case of delay in possession of the unit to the allottees/ subject to force majeure and other circumstances, the Company shall pay to the allottee/s compensation @ Rs.5/- per sq. ft. of the area per Year for the period of delay.
12. The physical possession of the Unit will be given to the Allottee only after execution of the sale/transfer/conveyances deed. The Allottee shall get exclusive possession of his Unit shall have no right in the remaining part of the land/complex except the right of use and ingress and egress in the common areas, services and facilities within his unit/ complex. All the common area and/or land and common facilities and service including unsold/unallotted spaces shall remain the property of the Company. The sale/ conveyance deed of the allotted residential unit shall be executed and registered in favour of the Allottee at the time of possession of the residential unit after receipt of total payments and dues in respect of the said unit including stamp duty charges and registration costs, legal charges, other incidental expenses and any extra charges which may be due etc.
13. The Allottee shall comply with legal requirements for purchase of immovable property wherever applicable, after execution of the
14. All charges, expenses, stamp duty, court fee, official fees etc. towards documentation, execution and registration of sale/ conveyance deed, including nominal documentation Buyer's Agreement and sign all requisite applications, forms, affidavits, undertakings etc. required from time to time for purchase of said residential Unit.& services charges, lease Rent legal charges and other incidental expenses will be born and paid by the Allottee. If the Company incurs any expenditure towards the registration of the Unit, the same shall be reimbursed by the Allottee to the Company. In case the stamp duty or other charges payable by the Allottee to the authorities at the time of registration is discounted due to reason of prior payment of some/all charges by the Company. Such discount availed by the Allottee shall be reimbursed to the Company prior to registration.
15. **In case the applicant is desirous for cancellation before the allotment, requires to pay Rs. 15000/- for cancellation. After allotment 10% of the basic price of the Unit+ PLC, constituting the earnest money, will be forfeited and balance if any, refunded without any interest after the resale of the unit.**
16. The Allottee shall also be required to pay requisite as fixed by the Company for connections for water, sewer and electricity for the allotted residential land and also the Sinking Fund, Administration Charges and all other such charges as may be fixed by the Company.
17. The complex and its common facilities are proposed to be managed by the Company or a facilities management agency nominated by the Company initially for a period 1 years and thereafter for a renewed/ extended period till the same is handed over to any local body. Society or the arrangement is terminated by the Company. The applicant/allottee agreed to enter into an agreement for complex maintenance & facilities management with the Company and/or agency so proposed by the Company and pay for the monthly and other bills/demands for complex maintenance & facilities to the management/agency/ property and regularly. However, the maintenance charges will depend upon the circumstances and prevailing rate at that point of time. It is however, clear that the Agency so appointed by the Company shall be an independent entity in itself and shall itself be solely responsible for its conduct. The Allottee shall pay Advance maintenance Charges (AMC) for 2 years at the time of possession of the said Unit. The Advance Maintenance Charges (AMC) shall be fixed on the rates prevailing at the time of offer of possession or as per actual cost basis during the maintenance period. The AMC shall be levied/ payable from the date of deemed possession. The AMC shall be utilized for meeting cost of providing complex maintenance & facilities management service viz-a viz campus security, common area housekeeping, garbage disposal, horticulture and other common area electro-mechanical equipments including their AMCs' services of an electrician, plumber and Estate manager for the maintenance of the complex. The proportionate share of expenses on account of common area electricity consumption shall be charged extra on basis or as per actual/units consumed. It is understood that the right to use of common facilities shall be subject to regular and timely payment of complex maintenance & facilities, management bills and other charges as fixed from time to time. The applicant/ Allottee also agrees to deposit with the Company an interest free maintenance security (IFMS) @ Rs.10/- sq. ft. at the time of possession/offer of possession, whichever is earlier.
18. Further, if there is any service tax, commercial tax and additional levies, rates, taxes, charges, government Cess and fees etc. As assessed unpaid and attributable to the Company as consequences of Government / Govt. Statutory or other local authority(s) order, the intending allottee shall pay the same in their proportionate share, if any.
19. **In case the Allottee desires, transfer of allotment/ownership of unit, before registration/possession, a transfer fee of 4.00% (four percent only) of the total sale price as prevailing at the time of desired transfer shall be payable by the Allottee(s). Transfer of allotment/ownership however; be permitted only after one year from the date of booking provided only 50% payment of the total price of the unit is due at that point of time.**
20. In case the project is abandoned for any reason beyond the control of the company, the amount paid by the Allottee(s) will be refunded without any interest within one years of its being abandoned.
21. All or any dispute arising out of or touching upon or in relation to the terms of this application or buyer's agreement including the interpretation and validity thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which, the same shall be settled through Arbitration proceeding shall be governed by the Arbitration & Reconciliation Act- 1996 or any statutory amendments, modifications thereof for the time being in force. The Arbitration proceedings shall be held in New Delhi by a sole Arbitrator to be appointed by the company. The applicant hereby confirms that he shall have no objection to this appointment even if the person so appointed, as the Arbitrator, is employee or an advocate of the company or is otherwise connected to the company and the intending allottee confirms that notwithstanding such relationship/ connection, the intending allottee shall have no doubts as to the independence or impartiality of the said Arbitrator. The courts at BARABANKI shall alone have the jurisdiction in all matters arising out of/ touching and/or concerning this Agreement regardless of the place of execution of this agreement.

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us generally with the terms and conditions ads comprehensively set out in the Buyer's Agreement which shall supersede the terms and conditions et out in this applications

Date _____

Place _____

Signature of the Sole/First Applicant

Signature of the Co- Applicant