

# Row Houses

## **APPLICATION FORM**

Application No \_\_\_\_\_

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

To,

**High Land Infrabuild Pvt. Ltd.**

3<sup>rd</sup> 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 Unit as per details given below, in the housing project "**Row Houses**" **BEING DEVELOPED BY YOU AT Arjun Enclave, Adjacent Sports Collage Opp. Genesis Club Turn Kursi Road, Gudamba, Lucknow.**

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: .....

S/W/D of .....

Co- Applicant: .....

S/W/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.....

Current photo  
of applicant  
  
(Passport size)

Current photo  
of co- applicant  
  
(Passport size)

### DETAILS OF THE UNITS REQUIRED FOR PROVISINAL REGISTRATION

Unit No..... Block No..... Area of Unit.....

**DETAILS OF PAYMENT OPTION: (A) One-Time Payment (OTP) (B) Construction Linked Payment (CLP)**

### SPECIFY PAYMENT OPTION:

- **OTP** – 20% of BSP at the time of booking & the balance of 80% within 45 days.
- **CLP** – As per payment schedule.

### DETAILS OF PRICING:

1. Basic Sales Price (BSP) : @ Rs. 3250.00 per Sq. Ft.
2. Preferential Location Charge (PLC) (if any) : Corner Unit ( %)

*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

# Row Houses

## INDICATIVE TERMS & CONDITION FORMING PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF A UNIT IN "Row Houses" Arjun Enclave, Adjacent Sports Collage Opp. Jenisis Club Turn Kursi Road, Guddamba, Lucknow

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 Application is to be accompanied with the registration amount payable shall be @ 3250/- 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).
2. 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.
3. 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.
4. 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.
5. The Applicant hereby agrees that @ Rs, 3250 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.
6. 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.
7. 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.
8. **In case the applicant is desirous for cancellation After allotment, requires to pay Rs. 15000/- for cancellation, constituting the earnest money, will be forfeited and balance if any, refunded without any interest after the resale of the unit.**
9. 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.
10. 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 charge4s 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 AMC's 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 a 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.
11. 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.
12. **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.**
13. 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.
14. 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 LUCKNOW 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 Intending Applicant \_\_\_\_\_