

HIGHNESS CONSTRUCTION

ADDRESS: 11TH FLOOR, SUMMIT SPACE, SUMMIT BUILDING , TCG 3/3, VIBHUTI KHAND,
GOMTI NAGAR, LUCKNOW- 226010

EMAIL: constructionhighness@gmail.com

MOBILE NUMBER: 8960380119

(M/s HIGHNESS CONSTRUCTION.)

RERA REGNNO.- **UPRERAPRM169080**; RERA WEBSITE: www.up-rera.in, -

_____(Address of
the Promoter)

E-mail: _____, Website: _____

X-----
- (Sole/First Applicant)

X-----
(Second Applicant)

X-----
- (Third Applicant)

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APPLICATION FORM

Dear Sir/Madam (s),

I/We request for allotment of Flat No. _____, Type: _____ in the Tower in _____ your above mentioned project known as "**SUMMIT TWIN TOWER**", being developed at "Block -8, IN International Trade Park-2 (ITP-2), situated at Sushant Golf City HI-Tech Township, Lucknow " Uttar Pradesh, India.

I /We agree to sign and execute any necessary agreement, as and when desired by the Firm on the Firm's standard format.

I/We remit herewith a sum of Rs.(Rupees.....
.....only) by Bank draft/ cheque No dated
.....drawn on Bank payable at
..... as part of booking amount.

(All drafts and cheques to be made in favour of _____ payable at _____ or as mentioned in price list of the project. I/We agree to pay further installments of sale price as stipulated/called for by the Firm and the other charges as and when called for. My/ Our particulars as mentioned below may be recorded for reference and communication.)

Notwithstanding anything contained herein in this Application, I/ We understand that the Application will be considered as valid and proper only on realization of the amount tendered with this Application.

I/we agree to abide by the terms and conditions of this Application as enclosed herewith, including those relating to payment of Total Price and other deposits, charges, Taxes and Cesses, levies, etc. and forfeiture of administrative charges and Non Refundable Amounts as laid down herein and/or in the Agreement.

X-----
- (Sole/First Applicant)

X-----
(Second Applicant)

X-----
- (Third Applicant)

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The particulars of the Applicant are given below for Company's reference and record:

1. (i) SOLE OR FIRSTAPPLICANT

Please affix your
photograph here

Mr./Mrs./Ms.	:	
Son/Wife/Daughter of	:	
Nationality	:	
Age	:	Years
Profession	:	
Residential Status:	:	Resident/ Non-Resident/ Foreign National of Indian Origin
Passport No.	:	
Income Tax Permanent Account No	:	
Mailing Address	:	
Mobile No.	:	
Telephone No.	:	
Fax No.	:	
Office Name & Address	:	
Telephone No.	:	
Permanent Address	:	

X-----
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X-----
(Second Applicant)

X-----
- (ThirdApplicant)

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ii) JOINT OR SECOND APPLICANT

Please affix your
photograph here

Mr./Mrs./Ms.	:	
Son/Wife/Daughter of	:	
Nationality	:	
Age	:	Years
Profession	:	
Residential Status:	:	Resident/ Non-Resident/ Foreign National of Indian Origin
Passport No.	:	
Income Tax Permanent Account No	:	
Mailing Address	:	
Mobile No.	:	
Telephone No.	:	Emailid:
Fax No.	:	
Office Name & Address	:	

X-----
- (Sole/First Applicant)

X-----
(Second Applicant)

X-----
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Telephone No.

Permanent Address

(iii) THIRD APPLICANT

Please affix your
photograph here

Mr./Mrs./Ms.

Son/Wife/Daughter of

Nationality

Age

Profession

Residential Status:

Passport No.

Income Tax Permanent Account No

Mailing Address

Mobile No.

Telephone No.

Fax No.

Office Name & Address

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 Years

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Resident/ Non-Resident/ Foreign National of Indian
Origin

_____ Email id: _____

X-----
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X-----
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Telephone No.

PermanentAddress

OR

**M/s.

_____a
partnership firm duly registered under the Indian Partnership Act 1932, having its registered office at
_____through its duly
authorised partner Shri/Smt.

PAN No.: _____

Registration no. _____

OR

**M/s. _____a Firm
registered under the Companies Act ,1956, having its corporate identification no. _____
_____and having its registered office at _____
_____through its duly authorised
_____signatory Shri/Smt.
authorised vide Board

Resolution dated _____(copy of Board Resolution along with a certified copy of
memorandum & articles of association required). PAN No.: _____

*(**Delete whichever is not applicable)*

2. DETAILS OF SAIDAPARTMENT

Apartment No.: _____

Carpet area(As per Section 2(k) of RERA Act): _____sq.mtr.(_____sq.ft.approx.)

Super Area : _____sq.mtr.(_____sq.ft.approx.)

X-----
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X-----
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3. DETAILS OF PRICING

Basic Sale Price of Said Apartment: Rs. _____/-(Rupees

only). PLC, as applicable Preferential Location Attribute(s) Charges _____ Other

Charges (if any) _____

Total Price payable for the Said Apartment: Rs. _____/-

(Rupees _____
only)

4. DECLARATION

I/ We does hereby declare that this Application is irrevocable and that the above particulars/information given by the me/us is true and correct and nothing has been concealed there from.

Date: _____

Place:

Yoursfaithfully

X-----

(Signature of Sole/First Applicant)

X-----

(Signature of Second Applicant)

X-----

(Signature of Third Applicant)

X-----

- (Sole/First Applicant)

X-----

(Second Applicant)

X-----

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-----FOR OFFICE USE ONLY-----

RECEIVING OFFICER:

Name: _____

Signature: _____

_____ Date: _____

1. ACCEPTED ☐

REJECTED ☐

2. DETAILS OF SAID APARTMENT

Apartment No.: _____

Carpet area(As per Section 2(k)of RERA Act)_____sqmtr.(_____sq.
ft.approx.)

Super Area : _____sq.mtr.(_____sq. ft.approx.)

3. DETAILS OF PRICING

Basic Sale Price of Said Apartment: Rs._____/ -
(Rupees_____only).

Total Price payable for the Said Apartment: Rs._____/ -
(Rupees_____only)

4. PAYMENT PLAN: Down Payment Plan ☐

Construction Linked Payment Plan ☐

5. Payment received vide: Cheque/DD/Pay Order No._____dated_____for

Rs._____out of NRE/NRO/FC/CUR/CA Act_____

6. Application receipt no._____dated_____

7. Appliation : DIRECT ☐ THROUGH SALES ORGANISER (BROKER) ☐

X-----
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X-----
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X-----
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8. Broker's Name, Address & Stamp with signature: _____

9. Check-list for Receiving Officer:

- (a) Booking amount.
- (b) Customer's signature on all pages of the application form at places marked as "X".
- (c) PAN No. & Copy of PAN Card;
- (d) For Companies: Certified copies of memorandum & articles of association and board resolution in support of the authorized signatory under seal of the Firm.
- (e) For Foreign Nationals of Indian Origin: Foreign inward remittance from the account of the Applicant(s) / NRE/ FCNR A/c of the Applicant / IPI-7/ Passport Photocopy.
- (f) For NRI: Copy of Passport / Foreign inward remittance from the account of the Applicant(s) / NRE / NRO A/c of the Applicant.
- (g) For Partnership Firm: Partnership deed and authorization to purchase.

10. Remarks: _____

Date: _____

Place: _____

HEAD SALES

Name:

Signature:

X-----
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X-----
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X-----
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TERMS & CONDITIONS FOR ALLOTMENT

The terms and conditions given below are merely indicative and are more comprehensively set out in the Agreement which upon execution shall supersede. The Applicant shall sign all the pages of this Application in token of the Applicant's acceptance of the same.

1. The Applicant(s) has/have applied for allotment of a unit with full knowledge and subject to all the laws/ bye laws/notifications and rules applicable to this area/project in general which have been explained by the Promoter and understood by him/her/them.
2. The Applicant(s) has/have fully satisfied himself/herself/themselves about the title of the Promoter in the said land on which the unit will be constructed and has/have understood obligations in respect thereof. The Applicant(s) has/have accepted the plans, designs, specifications which are tentative and are kept at the Promoter's offices and agrees that the promoter may affect such amendments, variations, and modification therein as may be necessary/ appropriate or required by the promoter or the competent authority provided that such amendments, variations, and modification shall be carried out in accordance with Real Estate (Regulation and Development) Act, 2016.
3. In case where the Promoter proposes for a revision in layout plan of the project with the consent of applicant(s) and thereupon his/her/their said Unit becomes or ceases to be in a preferential location, then the Promoter shall either refund or demand preferential location charges which he/she/they hereby agrees to pay/be refunded/be adjusted in last installment as stated in the payment plan opted by him/her/them.
4. The Applicant(s) shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible. Further the applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination.
5. The applicant(s) agrees to pay sale price of the unit, other additional charges, taxes, duties and cesses as fixed and informed by the promoter. He/ She/We also agree(s) to make all payment through demand draft/cheques to be issued in favor of....., drawn upon and payable at Lucknow only.

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6. The Promoter and the Applicant(s) hereby agree that the amount paid with the application for booking and in installment as the case may be, the extent of 10% of the total sale price of the unit will collectively constitute the booking amount. 40% percentage of the above booking amount(in lieu of administrative charges)shall stand forfeited in case of non-fulfillment of these terms and conditions and those of Allotment Letter as also in the event of failure by the Applicant(s) to sign theAllotment Letter within time allowed by the Promoter.
7. The timely payment of installments is the essence of this application. It shall be incumbent on the Applicant(s) to comply with the terms of payment and other termsand conditions of sale, failing which the Applicant(s) shall have to pay interest on delayed payment as per the terms and conditions of the agreement and the Promoter reserves its right to forfeit the booking amount in event of irregular/delayed payments/non fulfillment of terms of payment and the allotment may be cancelled as per the terms and conditions of the agreement.
8. The Applicant(s) to reimburse to the Promoter and to pay on demand all taxes, levies or assessments, whether levied or leviable in future, on land and/or thebuilding as the case may be, from the date of allotment.
9. The Promoter shall endeavor to give the possession of the unit to the Applicant(s) within committed period unless there is a delay due to force majeure circumstances or there is a delay due to any reasonable circumstances and on receipt of all payments as per installment plan from the date of booking and on receipt of complete payment of the total sale price and other charges due and payable up to the date of possession according to the payment plan applicable to his/her/there. The Promoter on completion of the construction shall issue final call notice to the Applicant , who shall within 30 days thereof remit all dues and take possession of the unit in the event of his/her failure to take possession any reason whatsoever, heshall be deemed to have taken possession of the allotted unit and shall bear all maintenance charges and any other levies on account of the allotted unit.
10. It is understood and agreed that as per the provisions of RERA the undivided share in the common area would be transferred to the Associationof Allottees and not to the customer/buyer.
11. The Applicant(s) of the unit shall pay necessary charges including security deposit for maintaining and up keeping of the unit and providing the various services as determined by the Promoter or its nominated agency as and when demanded by thePromoter or its nominee. This arrangement will be carried out until the services are handed over to the Association of Allottees or the competent authorities, as the case may be. The Applicant(s) agree(s) and consents to this arrangement and will not question the same singly or jointly with other Applicants.
12. The Sale Deed shall be executed and got registered in favour of the Applicant(s) within the reasonable time after the completion of development work/construction at the site and after receipt of full price and other related charges. The cost of stamp

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duty and registration/mutation, documentation charges and all other incidental and Legal Expenses for execution and registration of sale deed/Mutation of the unit , as applicable, shall be borne by the Applicant(s) separately.

13. The Applicant(s) shall provide his/her/their complete address with the Promoter at the time of booking and it shall be his/her/their responsibility to inform the Promoter by registered A/D letter about all subsequent changes, if any, in his/her/their address(es), failing which all demand notices and letters posted at the last recorded address will be deemed to have been received by him/her/them at the time when those should ordinarily reach such address and the Applicant(s) shall be responsible for any default in payment and other consequences that might occur therefrom. Any change in the address shall be supported with relevant documentary evidence. In all communications the reference of property/unit booked must be mentioned clearly.
14. The Promoter shall have the first lien and charge on the said unit for all its dues and other sums payable by the Applicant(s) to the Promoter.
15. Unless a conveyance deed is executed and registered, the Promoter shall for all intents and purposes continue to be the owner of the land and also the construction thereon and this application shall not give to the allottee(s) any right or interest therein.
16. The Applicant(s) undertakes to abide by all the laws, rules and regulation or any law as may be made applicable to the said property/unit.
17. The Applicant , if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Application. Any refund, transfer of security, if provided in terms of this Application shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Applicant understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
18. Any dispute or difference arising out of and/or concerning this transaction which may arise between the Promoter and the Applicant , the same shall be settled by mutual consent failing which the matter shall be settled, as the case may be , through the Conciliation Committee/Dispute Resolution Forum/ Authority or Adjudicating officer appointed under the act.

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19. The Applicant(s) agree(s) to pay the total basic sale price and other charges of unit as per the payment plan (Down payment/ Installment Plan) opted by him/her/them.
20. The Applicant(s) shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of cloths etc, on the external facade of the building or anywhere on the exterior of the building or common areas.
21. The Applicant(s) shall also not change colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. This clause is applicable only in cases where the constructed unit is allotted to the Applicant(s).
22. The allottee shall not use the unit for any activity other than the use specified for.
23. In case there are joint Applicants all communications shall be sent by the Promoter to the Applicant whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the Applicants and no separate communication shall be necessary to the other named Applicant(s) has/have agreed to this condition of the Promoter.
24. The Applicant(s) agrees that the sale of the unit is subject to force majeure clause which *interalia* include a case of war, flood, drought, cyclone, earthquake or any other natural calamity caused by nature affecting regular development of real estate project, the Promoter shall be entitled to a reasonable corresponding extension of the time for delivery of possession of the said premises on account of force majeure circumstances.
25. The applicant(s) shall indemnify and keep the promoter its agents, employees, representatives, estate and effect indemnified and harmless against all actions proceedings or any losses, costs, charges, expenses, losses or damages suffered by or caused to the promoter by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the applicant(s) and or due to non-compliance with any rule, regulation, loss as may be laid down by any Authority/Department/Government and/or nonpayment of municipal taxes, charges and other out goings in respect to the said unit. The applicant(s) agrees to pay such losses on demand that the promoter may or likely to suffer. This is in addition to any other right or remedy available to the Promoter.
26. In case the applicant(s) want to avail loan facility to facilitate the purchase of the said unit, the promoter shall facilitate the process subject to the following :
 - a. The terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only.
 - b. The responsibility of getting the loan sanctioned and disbursed as per the Payment Schedule opted will rest exclusively on the applicant(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the

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payment to the promoter as per the schedule, shall be ensured by the

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applicant(s).

- c. In case of default in repayment of dues of the financial institution/agency by the applicant(s), the applicant(s) authorize the promoter to cancel the allotment of the said unit and repay the amount received till the date after deduction of booking amount, Interest on delayed payments, other charges and taxes directly to the financing institution/agency on receipt of such request from financing agency without any reference to the applicant(s).

27. The applicant(s) has no objection in case the Promoter creates a charge on the entire project during the course of development of the project for raising loan from any banking and/or financial institution. However, such charges if created shall be vacated before handing over possession of the residential flat/apartment to the applicant(s). The creation of such charge shall not affect the rights of the applicant to the said unit/apartment.

I/We have read and understood the above mentioned terms and conditions and agree to abide by the same. I/we have signed hereto fully conscious of all my liabilities and obligations imposed upon me/us.

Date :

Place :

X-----

(Signature of Sole/First Applicant)

X-----

(Signature of Second Applicant)

X-----

(Signature of Third Applicant)

X-----

- (Sole/First Applicant)

X-----

(Second Applicant)

X-----

- (Third Applicant)