



Heritage Green

Building Virasat For Generation-Next



Application Form

CUSTOMER NAME		
Booking Ref#	UNIT #	
Unit Type		



HERITAGE GREEN INFRASTRUCTURES

CORPORATE OFFICE

1st Floor 1/32 Vinamra Khand, Gomti Nagar Lucknow-226010

Photograph of the Applicant

My I.	/Our particulars as mentioned below may be recorded for references and communication. First Applicant Mr./Mrs./Ms./M/s/ (to be filled in caps) (Name should be match with Govt. ID)	
2.	Son/Wife/Daughterof Mr./Mrs. (to be filled in Caps)	
3.	Date of Birth/Date of Incorporation:4. Date of Marriage:	
5.	Profession/Constitution of Firm/Farm/occupation (Please Tick)	
Emp	ployed Self-Employed Business Owner Professional HouseWife Other	
6.	Nationality	
7.	Mailing Address (Res/Off)	
	Pin Code	
8.	Permanent Address (Res/Off)	
	Pin Code	
9.	Office Address	
Mol Mar	ital Status: Yes No No	
Inco	ome Tax PAN ———————————————————————————————————	
Vote	er ID Card No. — Driving Licence No. — — —	
l. 2.	Second Applicant Mr./Mrs./Ms./M/s/ (to be filled in caps) (Name should match with Govt. ID) Photograph of the Co-Applicant Son/Wife/Daughterof Mr./Mrs. (to be filled in Caps)	
3.	Date of Birth/Date of Incorporation: 4. Date of Marriage:	
5.	Profession/Constitution of Firm/Farm/occupation (Please Tick)	
Employed Self-Employed Business Owner Professional HouseWife Other		
6.	Nationality	
7.	Mailing Address (Res/Off)	
	Pin Code	
Si	gnature of 1st Applicant Signature of 2nd Applicant	

8. Permanent Address (Res/Off)		Pin Code
9. Office Address		
Telephone (off.)	(Res.)	
Mobile —	E-Mail —	
Marital Status: Yes No		
Income Tax PAN	Passp	ort No
Voter ID Card No.	Drivi	ng Licence No.
	PAYMENT PLA	<u>N</u>
Down Payment Plan	Installment F	ayment Plan
Basic Sales Price		Basic Sales Cost
Unit Details		
Unit No.		Unit Type
Unit Measuring (Approx)	Sq.Ft	Sq. mtr.
All applicable taxes, stamp duty etc. which will have	to be paid by the Appl	cant(s) at the time of Registry.
If Any Remarks		
		given by me/us are true and correct and nothing has been
		ication shall be subject to fulfillment of the General Terms
and Conditions laid down in this Application Form		
Applicants Signature		
Terms and Conditions:		
 i/we am/are applying for allotment of Residence 	ential Plot/Farmhouse	[herein after referred to as the "said Unit"] in the Project

- I. I/we am/are applying for allotment of Residential Plot/Farmhouse [herein after referred to as the "said Unit"] in the Project named as Heritage Green ("said Project") proposed to be developed and constructed by M/s Heritage Green Infrastructures. [hereinafter referred to as the "Company"] on a plot of land situated at Behind Seth M.R Jaipuria School, NH-28, Faizabad Road, willfully and voluntarily through this pre-printed application form supplied by the company after understanding and agreeing to the terms and conditions mentioned herein.
 - 2. I/We hereby agree and understand that the unit area provided herein and subsequently in allotment letter are purely tentative and subject to approval from the sanctioning Authority or Architect or Structural Engineers of the Company. The final size, location, number, boundaries etc. shall be confirmed by the company on completion of development of the project. In case of increase in the area of the said unit, I/we shall pay for the initial 10% of increase in area at the rate of basic sale price of the said unit prevailing as per price list at the time of booking of the said unit irrespective of any discount offered in the same and shall pay for balance increase area at the then prevailing companies rate/market rate. In case of decrease of the allotted area of the said area Unit, the amount received in excess over and above the total cost of the said Unit based on the changed area, shall be refunded/adjusted (as may be) by the Company to the me/us without my /our protest and demur and without any interest thereon.
 - 3. I/we have specifically agreed that if due to any change in the layout, the said Unit ceases to be preferentially located, the Company shall refund/adjust the amount of preferential location charges paid by me/us in the last installment as shown in the payment plan. If due to any change in the layout/building plan, the said Unit becomes preferentially located, then I/we shall be liable and agree to pay the preferential location charges as and when demanded by the Company as per prevailing rates.
 - 4. I/we hereby agree that in order to ensure/guarantee the fulfilment of all obligations including payment of total sale consideration of the said Unit in timely manner as per Payment plan opted by me/us as well as for all compliance of all terms and conditions as contained in this Application Form by me/us, the Company shall treat 20% of sale consideration amount as earnest money out of the amount(s) paid/payble by me/us for the said Unit allotted to me/us.

- 5. (I) I/we understand and agree with the payment plan opted by me/us and I/we further agree that timely payment of installments of basic cost and allied / additional cost, Govt. levy etc. pertaining to the said Unit is the essence of the terms of the booking, I / we agree to make all payments within time as per the terms of Schedule of Payments as mentioned in Annexure-A and/or as may be demanded by the Company from time to time and I / we agree that the Company is under no obligation to send demand / reminder for payments. if I / we fail / default in making payment of due amount within stipulated period or my/our tendered cheque or draft got dishonoured by my/our banker, then the Company shall have rights mentioned herein below:
 - (a) to keep on abeyance/suspention of the booking or cancel the allotment of the said Unit,
 - (b) to forfeit/deduct the earnest money together with interest on installments due but unpaid and interest on delayed payments,
 - (c) to re-allocate the allotment of the said Unit which includes change in area and location of the said Unit
 - (II) If the Company opts to exercise the rights mentioned in sub-cluse (a) and (b) as above, then the balance amount shall be refundable to me/us at any interest, after the said Unit is allotted to some other intending allottee(s) and after compliance of certain formalities by the allottee(s).
 - (III) If the Company opts to exercise the rights mentioned in sub-clause (c) as above and as a result thereof, there are any changes in dimension, size etc. of the said Unit, then the price towards increase/decrease of re-allotted Unit shall be dealt (paid/adjusted) in a manner detailed in the Application Form.
 - (IV) Further, if any discount/concession, in whatsoever way, has been given by the Company in the Basis Sale Price/payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied/additional cost, then I/we hereby authorize the Company to withdraw such discount/concession and demand the payment of such discount/concession amount as a part of sale consideration amount, which I/we hereby agree to pay immediately. The Company in its absolute discretion may condone the delay by charging penal interest at the rate 18% p.a. on all outstanding dues from their respective due dates.
- 6. I/We hereby agree that in case of cancellation of booking of the said Unit, I/We shall submit 'No objection Certificate' from the concerned dealer, if any in this regard I/We hereby also understand that a deduction of 20% (in case of plot)25% (in case of Farms) of the paid amount would be applicable. I/We also understand that the process of refund would take maximum 50 days from the date of submission of application duly complete in all respect. (Enclosed with original receipt, agreement if any and No objection Certified of dealer, if any).
- 7. I/We agree to make all payments within time of schedule of payments as mention in Annexure. A and / or as may be demanded by the Company from time to time without any reminders from the company through demand draft /cheque drawn upon schedule banks in favour of Heritage Green Infrastructures, payable at par. I/We further agree that in case I/We make any payments towards the said Unit from any third party account and I/We further agree that company shall not be liable or responsible for any inter-se transaction between such third party any manner whatsoever, In the event, I/We make any payment through any third party account then I/We here by agree to submit declaration signed by such third party to the company and upon receipt of such declaration from the third party and realization of payment, the company shall proceed to issued receipt of such payment made by me/us from third party account.
- 8. All statutory charges, taxes, cess, service tax and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us form the date of booking as per demand raised by the company. Not withstanding anything contains contrary herein above, I/we hereby understand that service tax (if applicable) shall be payable in accordance with his opted payment plan for payment of sale consideration of the said unit if I/we fail to disburse the installment along with applicable service tax of the sale consideration of the said unit in timely manner, in such eventuality, the unpaid service tax shall be construed as unpaid sale consideration of the said Unit and Applicant shall be liable to pay the due installments along with due service tax along with interest calculated @18% per month (or, as applicable).
- 9. In case I/we have NRI/PIO status or if I/we/am/are foreign national(s) then I/we shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, I 999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisitions of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Company, the amount paid towards booking and further consideration will be returned by the Company as.
- 10. The Company endeavor to give possession of the unit to the applicant as early as possible, subject to force majeure circumstance and reasons beyond the control of the company with a reasonable extension of time for possession subject to making of timely payment of installments to the company by me/us.
- 11. I/we shall before taking possession of the unit must clear all the dues towards to the unit and have the conveyence for the said unit executed in my/are favor by the company after paying applicable stamp duty, registration fee and other legal charges/expenses and shall use/cause to be used the said unit for designated residential purpose only. This is a condition precedent and non-compliace thereof may invite cancellation of allotment of the unit and forfeiture of the earnest money and other dues as stated here in above and the applicant will have to compensate the company for all other losses resulting there from.
- 12. I/we shall have no objection in case the company creates a charge on the project land during the course of development of the project for rising loan from any bank/financial institution. However, such charge, if created, shall be got vacated before handling over possession over of the unit to me/us.

- 13. I/we shall get my/our complete address and email ID registered with the company at the time of booking and it shall be responsibility to inform the company through letter by registered A.D. about all subsequent changes in his address and email ID, failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default and making payment and other consequences that might occur there from. I/we hereby agree that the company shall not be liable/responsible to reply to any query received from any address/email ID not being previously registered with the company.
- 14. To settle any confusions regarding any matter herein or anything being not covered/ clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the allotment letter/ Buyer's agreement, the terms whereof have been seen, read and understood/ accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and conditions of the allotment letter/buyer's agreement shall supersede over the terms and conditions as said forth in this application form. However, I/we shall be bound by the terms and conditions incorporated under this application form till the execution of the allotment letter/ Buyer (s) agreement in this regard.
- 15. In case there are joint applicants, all communications shall be sent by the company to the applicant whose name appears first, at the address given by him 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 applicants.
- 16. If any misrepresentation/concealment/suppression of material facts are found to be made by me/us, the allotment will be cancelled and the earnest money as mentioned herein above shall be forfeited and the applicant shall be liable for such misrepresentation/concealment/suppression of material facts in all respect.
- 17. All any disputes arising out of or touching upon or in relation to the terms of this application form (subsequent allotment of unit) including the interpretation and validity of the terms thereof and the respective rights and obligation of the parties shall be settled amicably by mutual discussion feeling which the same shall be settled through process of Arbitration. The arbitration proceeding shall be governed by the arbitration & conciliation act, 1996 and/or any statutory amendments/modifications thereof for the time being in force. The arbitration proceeding shall be held at an appropriate location in Lucknow. Subject to arbitration as referred above, the Courts at Lucknow shall have Jurisdiction in case of any dispute.

DECLARATION:

I/we declare that the above terms and conditions have been read/understood and the same are acceptable to me/us. I/we gave sought detailed explanations and clarifications form the Company and the Company has already provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Application Form and paid the booking amount for allotment. I/we further undertake and assure the company that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/us as said out in terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this application or against any unit in relation of the said unit. If any other persons has signed this application form on my/our behalf, then he shall be presumed to be duly authorized by me/us through proper authorization/power of Attorney/resolution etc.

इस दस्तावेज़ में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिन को पूर्ण रूप से सुनकर व समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये है।

Signature		Signature

Annexure "A"

Down Payment Plan

Sr. No	Particular	% of BSP
1.	Booking Unit	20%
2.	Within 30 Days	75%
3.	On Possession Registry	5%

Installment Payment Plan (Choose one Sr. 2/3/4)

Sr. No	Particular	% of BSP
L.	Booking amount	20%
2.	Within 18 month (choose any one)	75%
3.	Within 12 months (choose any one)	75%
4.	On Possession & on Registry	5%

All other charges & taxes excluding at the time of registry.





SITE LOCATION
Behind Seth M.R. Jaipuria School Near
Sagar Institute oF Technology
NH 28 Faizabad Road.

CORPORATE OFFICE

Ist Floor I/32 Vinamra Khand Gomti Nagar Lucknow-226010

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