



Prestige Heights

No.

APPLICATION FORM

APPLICATION FOR ALLOTMENT OF APARTMENT IN THE RESIDENTIAL PROJECT
"PRESTIGE HEIGHTS" AT RAJ NAGAR EXTENSION

PRESTIGE INFRATECH PVT. LTD.

Block F, Officer City-2 Complex,
Raj Nagar Extn., NH-58, Ghaziabad

Dear Sir/s,

I/We request that I/We may be registered for Allotment of a Residential Apartment in your Housing Project
"PRESTIGE HEIGHTS" being developed and constructed by your company on the Group Housing, at Block F, Officer City-2 Complex,
Raj Nagar Extn., NH-58, Ghaziabad.

I/We agree to sign and execute, as and when desired by the company (on confirmation of allotment), the Allotment Letter/Buyer's Agreement on the Company's standard format, contents whereof have been read and understood by me/us and I/we shall be bound by them. I/we agree to abide by the terms & conditions written in this application form.

I/We remit herewith a sum of Rs. _____ /-(Rupees _____ only)
by Bank Draft/Cheque/Cash No. _____ Dated _____ Drawn on _____ Bank
payable at Delhi/ New Delhi towards the booking amount or part thereof/earnest money of part thereof. (All drafts and cheques to be drawn in favour of PRESTIGE INFRATECH PVT. LTD. Payable at Delhi/New Delhi)

I/We further agree to pay the installments or basic cost and allied charges as stipulated/ demanded by the Company and / or as contained in the payment plan opted by me.

My/Our particulars are given below :-

1. First Applicant Mr./Mrs./Ms.

Son/Wife/Daughter of Mr./Mrs.

Date of Birth

Profession

Designation

Company/Firm Name

Residential Status : Resident/Non-resident/Foreign National of India Origin.

Nationality

Residential Address

Office

Tel. Res. Off. Mobile

Fax No. E-mail (Mandatory)

Marital Status No. of children

Income-Tax Permanent Account No./ Ward No. (Mandatory)

Passport No.

Photograph

2. Co-Applicant Mr./Mrs./Ms.
 Son/Wife/Daughter of Mr./Mrs.
 Date of Birth
 Profession
 Designation
 Company/Firm Name
 Residential Status : Resident/Non-resident/Foreign National of India Origin
 Nationality
 Residential Address
 Office
 Tel. Res. Off. Mobile
 Fax No. E-mail
 Marital Status No. of children
 Income-Tax Permanent Account No. / Ward No. (Mandatory)
 Passport No.

Photograph

3. Details Of Apartment

(i) Unit No. (ii) Block/ Tower Name (iii) Floor
 (iv) Type of Accomodation

Payment Plan option : (A) Down Payment plan (B) Construction Linked plan

Basic Amount	Rs
Covered Parking (compulsory)	Rs
Club Membership (compulsory)	Rs
Open Parking (optional)	Rs
Other Charges	Rs

Amount

Extra Payable at the time of possession

Interest free maintainance security (IFMS) Rs

Power Backup charges Rs

Note: IFMS and Power backup charges are payable fully at one time at the time of possession and both amounts are not included in the Instalments paid.

I/We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. I/We agree that any allotment shall be subject to basic terms and conditions mentioned in this application form and that of the allotment letter / buyer's agreement, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heirs & successors as well. I/We undertake to inform the Company of any change in my/our address or in any other particulars/information given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to correct and the letters sent at the record address by the company shall be deemed to have been received by me/us. I/we declare that in case of non-allotment of the Flat, my/our Claim shall be limited only to the refund of the deposited amount without any interest.

Signature of Applicant

Signature of Co-Applicant

Place

Name of Applicant

Name of Co-Applicant

Date

For Office use only

Receiving Officer

Name Signature Date Ph.

4. Booking Through :

5. Check List for Receiving Officer :

- (a) Booking Amount cheques/drafts
- (b) PAN No. & copy of PAN Card/Undertaking
- (c) For Companies : Memorandum & Articles Of Association and Certified copy of Board Resolution
- (d) For Foreign National of Indian origin : Passport photocopy/funds from NRE/FCNR A/c
- (e) For NRI copy of Passport & Payment Through NRE/NRO A/c

Place :

Date :

BASIC TERMS & CONDITIONS

1. The applicant(s) has applied for allotment of Residential Unit (hereinafter referred to as the Unit) in the Group Housing Project named as "PRESTIGE HEIGHTS", BLOCK F, OFFICER CITY-2 COMPLEX to be developed and constructed by M/s PRESTIGE INFRA TECH PVT. LTD., having its registered office at, 5/5, O. B. Gupta Road, New Delhi (herein after referred to as the company) on land situated Chansa No. 1048-49, Village Noor Nagar, Farmana, Lodi Distt., Ghaziabad.

2. The allotment of the Residential Unit is entirely at the discretion of the company. The allotment of the said Residential Unit shall be provisional and shall be confirmed on signing of Buyer's Agreement.

3. The applicant(s) has fully satisfied himself about the nature of rights & title of the company in the said Project, which is to be developed/ constructed by the Company as per the prevailing Byelaws/ guidelines of the Ghaziabad Development Authority.

4. The applicant(s) has examined the tentative plans, design, and specifications of the Residential Unit and has agreed that the Company may effect such variations and modifications therein as may be necessary or as be deemed appropriate and fit in the best interest of the Project or as may be directed by any competent authority. The necessary changes/ alterations may involve change in position/ Location of the Residential Unit, Change in its dimensions or area, etc. The applicant(s) agree that no claim monetary or otherwise will be raised in case of any change. It is also agreed that the Original price of booking of the unit will be applicable on proportionate basis on the increase or decrease in the area in case of refund or demand.

5. The applicant(s) agrees that the amount paid with the application and in instalments as the case may be, to the extent of 15% of sale consideration of the Residential Unit shall collectively constitute the earnest money.

6. Timely payment of the instalments of the basic sale price and allied charges pertaining to the Residential Unit is the essence of the terms of the booking/allotment. However in the event of breach of any of the terms and conditions of the allotment by the applicant(s), the allotment will be cancelled at the discretion of the Company and the earnest money that is 15% of sale consideration together with any interest on instalments due but unpaid and interest on delayed payments shall stand forfeited. The balance amount shall be refundable to the applicant(s) without any interest, after the said Residential Unit is allotted to some other intending applicant(s) and after compliance of certain formalities by the applicant(s). The company, however, in its absolute discretion may condone the delay by charging penal interest @18% p.a. for upto one month delay from the due date of payment and @24% p.a. thereafter on all outstanding dues from their respective due dates.

7. The applicant(s) has specifically agreed that if due to any change in the layout, the said Residential Unit ceases to be preferentially located, the company shall refund/ adjust the amount of preferential location charges paid by the applicant(s) in the last instalment as shown in the payment plan. If due to any change in the layout/building plan, the said Residential Unit becomes preferentially located and then the applicant(s) shall be liable and agrees to pay the preferential location charges as and when demanded by the company as per prevailing rates.

8. All payments by the applicant(s) shall be made to the company through demand drafts/ cheques drawn upon Schedule banks in favour of "PRESTIGE INFRA TECH PVT. LTD," Payable at New Delhi/ Ghaziabad.

9. Transfer of allotment of the Residential Unit by the applicant(s) shall be permissible at the discretion of the company on payment of administrative charges at the rate Rs. 1 lakh for 2 BHK and Rs. 1.4 lakh for 3 BHK to the company and provided that the assignor and the assignee agree to comply with all formalities of the company and the assignee agree to abide by all the terms of allotment.

10. All applicable statutory charges, external development charges, taxes including service tax, cess and other levies demanded or imposed by the concerned authorities shall be payable on each instalment by the applicant(s) from the date of booking as per demand raised by the company.

11. The maintenance, upkeep, repairs, security, landscaping and common services etc of the project shall be managed by the company or its nominated Maintenance Agency as per the company's discretion. The applicant(s) of the Residential Unit shall pay, as and when demanded, the regular maintenance charges and one time payable Interest free security deposit (IFMS) for maintaining and up-keeping the said Project and the various services therein, as may be determined by the Company or the maintenance agency appointed for the purpose. Any delay in making payment will render the applicant(s) liable to pay interest @18% per annum. Non-payment of any of the charges within the time specified shall also disentitle the applicant(s) from the enjoyment of the common area services.

12. Applicant(s), having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and / or any other Statutory provisions governing this transaction which may inter-alia involve remittance of payments / remissions and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority / the Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The applicant(s) agrees that the Company will not be liable in any manner on such account.

13. The parking space shall be earmarked as per the discretion of the Company. Covered Car parking shall include two basements & 5th Parking area.

14. The Company shall have the first lien and charge on the said Residential Unit for all its dues and other Sums payable by the applicant(s) to the Company.

15. Loans from Financial institutions to finance the said Residential Unit may be availed by the applicant(s). However, if a particular institution / Bank refuses to extend financial assistance on any ground, the applicant(s) shall not make such refusal and excuse for non-payment of further instalments/ dues.

16. The applicant(s) under takes to abide by and comply with all the laws, rules and regulations, terms and Conditions applicable / made applicable to the said Residential Unit / Project.
17. In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant(s) without any interest within six months from the happening of such eventuality.
18. The Company shall endeavor to give possession of the Residential Unit to the applicant(s) as early as possible subject to force majeure circumstances and reasons beyond the control of the Company with a reasonable extension of time for possession.
19. The Company on obtaining certificate for occupation and use from the competent authorities shall hand over the possession of the said Apartment to the applicant(s) for his / her occupation and use and subject to the applicant(s) having complied with all the terms and conditions of the Agreement and also subject to timely payment by the applicant(s) of Total Price, stamp duty and other charges due and payable according to the Payment Plan applicable to him or as demanded by the Company. In the event of his/her failure to take possession and/or occupy and use the said Apartment provisionally and/ or finally allotted within thirty (30) days from the date of intimation in writing by the Company, then the same shall be at his/her risk and cost and the applicant(s) shall be liable to pay to the Company charges @ Rs. 5/- per sq. ft. of the super area per month for the entire period of such delay.
20. The applicant(s) shall before taking possession of the Residential Unit, must clear all the dues towards the Residential Unit and have the Conveyance Deed for the said Residential Unit executed in his favor by the Company after paying stamp duty, registration fee and other charges / expenses.
21. The applicant(s) shall use/ carry the said Residential Unit for residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Residential Unit and forfeiture of the earnest money and other dues as stated in clause E herein above and the applicant(s) will have to compensate the company for all other losses resulting therefrom.
22. The applicant(s) shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Residential Unit to the applicant(s).
23. Detailed terms and conditions shall form part of the Buyer's Agreement which the applicant(s) shall Execute on confirmation of allotment.
24. To settle any confusion regarding any matter herein, it is agreed by applicant(s) that reference shall be made to detailed terms of the Allotment Letter/ Buyer's Agreement.
25. The applicant(s) shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered A.D. Letter about all subsequent Change in his address, 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 in making payment and other consequences that Might occur therefrom.
26. In case there are joint applicant(s), all communications shall be sent by the Company to the applicant(s) whose name appears first in the address given by him for mailing and which shall for all purpose be considered as served on all the applicant(s) and no separate communication shall be necessary to the Other named applicant(s).
27. Insufficiency call Notice /through email / Demand letter if issued by the Company to the effect that installment has become due as stated above shall be final and binding.
28. Any request for any change in construction or specification of any type in the Apartments from the Intending allottee(s) will not be entertained/ allowed.
29. The Intending Allottee(s) agree(s) and undertake that before or after taking possession of the Apartment Or at any time hereafter, he/she/they shall have no right to object to the Company construction or continuing with the construction of the other building/Apartment.
30. If any misrepresentation / concealment / suppression of material facts are found to be made by the applicant(s), the allotment will be cancelled and the earnest money as mentioned in clause 6 herein above shall be forfeited and the applicant(s) shall be liable for such misrepresentation / concealment / suppression of material facts in all respects.
31. The terms Company, buyers, applicant(s), seller, assignors & assignees shall mean and include bound their transferees, nominees, legal heirs administrators, attorneys, executors, successors & all those who step into their shoes.
32. The Courts at Ghaziabad alone shall have jurisdiction in case of any dispute.
33. That all disputes arising shall be settled through arbitrator in accordance with the provision of Arbitration & Conciliation Act, 1996.
34. I/We have fully read and understood the terms & conditions mentioned herein above and agree to abide by the same.

Name of the applicant(s)

Signature of the applicant(s)

Date _____
Place _____



PRESTIGE INFRATECH PVT. LTD.

Site Office : Block F, Officer City-2 Complex, Raj Nagar Extn., NH-58, Ghaziabad
Sales & Marketing Office : R-10/28, Raj Nagar, Ghaziabad - 201001 (U.P.)
Regd. Office : 5/5, D. B. Gupta Road, New Delhi- 110055
Tel. : 0120-2820951, 9958875253, 8744030404 E-mail : prestige.oc2@gmail.com