

Presithum

APPLICATION FORM

APPLICATION FORM

| | | | 2 |
|--------------------------------|----------------------------|------------------------------------------------------------------|-------------------------------------------------|
| То, | | | |
| Presidency Infraheights Pvt. L | td | | |
| 2202, 2nd Floor Express Trade | | | |
| Sector-132, Noida-201301 | 1012.00.07.0 | | |
| Uttar Pradesh | | | |
| India | | | |
| | | tment/Flat at Project PRESITHU udh Nagar, Uttar Pradesh - RER | IM, JP Sports City, Plot No. GH:F2 A Reg No. |
| DearSir/Mam, | | | |
| I/We (hereinafter may also re | ferred to as the *Applic | ant") wish to apply for a residential | apartment/flat in your Project named |
| "Presithum" as per the super a | rea, size and the tentativ | e Payment Plan opted by me/us (her | einafter may also referred to as the said |
| "Apartment" / "Flat" / "Unit" | / "Premises"). | | |
| I/We am/are enclosing herev | with cheque / Draft / Pa | y order No | details of |
| RTGS/NEFT | dated | for Rs | |
| (Rupees) | | | |
| only) drawn on | | in favour of Presidency In | fraheights Pvt. Ltd. (The Company) |
| payable at Greater Noida / No | ida / New Delhi | which may p | lease be treated as booking amount for |
| the said Apartment. | | | |
| I/We enclose herein my/our*C | Seneral Particulars" and " | Undertaking" as required by the Corr | npany. |
| I/We accept and agree to abide | by the *Standard Terms | and Conditions" as attached herewit | h. |
| | | | |
| | | | Yours Faithfully, |
| Date | | | |
| Place | | s | iignature (s) of Applicant (s) |

GENERAL PARTICULARS

My/Our particulars are as under: It is mandatory to fill in the requisite information in all the columns for all applicants.

| 1, SOLE/FI | IRST APPLICANT | | Affix |
|----------------|------------------------------------------------|-------------|--------------------------------------------------|
| IN CASE OF A | AN INDIVIDUAL: | | passport size photograph of the first/Sale |
| Mr./Ms | | | Applicant |
| 5/W/D of | | | |
| Corresponden | nce/Registered Address: | ¥4 | |
| District | _State | Country | |
| PIN | Ph No. : | | |
| Email | | | |
| Permanent Ad | ddress: | | |
| District | State | , Country | |
| PIN | Ph No. : | , D.O.B | / |
| No*.: | | Nationality | |
| Age | Years, Marital Status: Married () Unmarried (|) | |
| IN CASE OF C | COMPANY: | | |
| M/s | | | |
| Date of Incorp | orationReg No | | |
| Through: | | | |
| PAN No* | Contact No | | |
| Corresponden | ce/Registered Address: | | |
| District | , State | Country | |
| PIN | , Email_ | | |

| 2. SECOND/CO-APPLIC | CANT (if applicable) | | | - 1 | | | |
|-------------------------------------|-------------------------------|-------------------|---------------|-----------|--------------------------------------------------|---------------|--|
| IN CASE OF AN INDIVIDUAL : Mr./ Ms | | | | | Affor passport size photograph of the First/Sole | | |
| | | | | _ | | | |
| S/W/D of | | | | -33 | Арріс | in the second | |
| 24 52 | red Address: | | | | | | |
| messcostii | State | | 234 45/00/00/ | | | | |
| PIN | Ph No. : | | | | | - | |
| Email | | | | | | | |
| Permanent Address: | | | | | | | |
| District | State | | | | | | |
| PIN | Ph No. : | | , D.O.B | | | , PAI | |
| No*.: | | | _Nationality | | | 4 | |
| AgeYea | rs, Marital Status: Married (|) Unmarried (|) | | | | |
| IN CASE OF COMPANY | | | | | | | |
| M/s | | | | | | | |
| Date of Incorporation | | Reg No | | | | | |
| Through: | | 151,4-10-13-13-13 | | | | | |
| PAN No* | Conta | ct No | | | | | |
| Correspondence/Registe | red Address: | | | | | _ | |
| District | , State | | , Country | | | _ | |
| PIN | , Email | | | | | | |
| | | | | | | | |
| Date | | | | | | | |
| Place | | | | Applicant | s Signature | | |

| 2 | DETAILS OF | APARTMENT. | APPLIED FOR: |
|----|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| O. | DE IMILO OF | COLUMN TO SELECT SERVICE AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS O | THE RESERVE ASSESSMENT |

| | | FloorUnit N ea)sq. ft. (approx): referred as | | rpet Area) |
|-----|---------|-------------------------------------------------|-----------------------|---------------------------------------|
| 4. | PAYMEN | IT PLAN OPTION | | |
| | A. Co | nstruction Linked Plan | B. Subvention Payment | Plan |
| | C. Fle | xi Payment Plan | D. Others (If any) | |
| 5. | CONSID | ERATION | | |
| | (a) | Basic Sales Price (BSP) | (Amt.) in Rs. | ② Rsper sq. ft. |
| | (b) | Internal Development Charges (IDC) | (Amt.) in Rs | Rsper sq. ft. |
| | (c) | External Development Charges (EDC) | (Amt.) in Rs | @ Rsper sq. ft. |
| | (d) | Fire Fighting Charges (FFC) | (Amt.) in Rs | @ Rsper sq. ft. |
| | (e) (i) | Preferential Location Charges (View PLC) | (Amt.) in Rs | @ Rsper sq. ft. |
| | (0) | Preferential Location Charges (Floor PLC) | (Amt.) in Rs. | @ Rsper sq. ft. |
| | (f) (i) | Power Back-up (akva) | (Amt.) in Rs | @ Rsper KVA. |
| | (ii) | Additional Power Back-up | (Amt.) in Rs | @ Rsper KVA. |
| | (g) | Car Parking Slot (s) | (Amt.) in Rs | for first slot. |
| | | and @ | (Amt.) in Rsper s | lot for the additional Parking Slot(s |
| | (h) | Social Club Membership | (Amt.) in Rs | @ Rsper unit. |
| | (i) | One Time Lease Rent | (Amt.) in Rs. | @ Rsper sq. Ft. |
| | Total | Consideration Amount:- | | |
| | Rs | (Rupees | | Only). |
| | Note | - GST / Taxes shall be extra as applicable. | | |
| | | | | |
| at | e | 7 | | |
| lai | e | | | Applicant's Signature |

[04]

| 6 (A) | INTERNAL MAINTENANCE CHARGE | | |
|-------|------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------|
| the A | itenance charges along with the applicable Ta Apartment and as per present estimation the per month. | | |
| (B). | External Maintenance Charges to be borne by th | e applicant. | |
| (C). | Interest Free Maintenance Security (IFMS) to be of possession. | | Ft. of the Super Area at the time |
| 7. DI | ECLARATION BY ASSOCIATE PARTNER / SA | LES MANAGER / INTERMEDIARY | |
| | Name of Associate Partner / Sales Manag | jer | |
| | Associates Partner / Sales Manager Code | 1 | |
| | RERA Registration No | | |
| | Contact No | E-Mail.: | *************************************** |
| | | | |
| Da | ite | | |
| Pla | ace | (Signature 0 | Of SM/AP with Stamp) |
| | | | |
| Note | : Payments to be made only through A/c Pay | yee Local Cheque (s) / Demand Draft | (s) drawn in favour of |
| *PRE | SIDENCY INFRAHEIGHTS PRIVATE LIMITED | payable at Noida / Greater Noida. | |
| | | | |

[05]

Applicant's Signature

Date_

Place_

UNDERTAKING

- I/We undertake to abide by the terms and conditions as faid down in the Standard Terms and Conditions
 enclosed herewith and as prescribed from time to time by Presidency Infraheights Private Limited (Company) as
 per the prevailing applicable laws, failing which this application shall be treated as cancelled and booking
 amount paid by me/us shall stand forfeited in favor of PRESIDENCY INFRAHEIGHTS PRIVATE LIMITED.
- Subject to applicable RERA provisions in the event of the company agreeing to provisionally allot the Said Premises to me / us, I/We agree to pay further installments of the consideration and all other dues as stipulated in the application /Provisional Allotment Letter/ the payment plan or as may vary in accordance with the Standard Terms and Conditions failing which the Provisional Allotment shall be treated as cancelled and booking amount paid by me / us shall stand forfeited in favor of PRESIDENCY INFRAHEIGHTS PRIVATE LIMITED.
- I/We have clearly understood that notwithstanding the fact that the company / PRESIDENCY INFRAHEIGHTS
 PRIVATE LIMITED may have issued an acknowledgment of having received application amount / booking
 amount I / We do not become entitled to claim any right of Allotment / Provisional Allotment of the Said Premises.
- I/We are aware that Presidency Infraheights Private Limited is seized and possessed of leasehold interest in plot
 of land measuring in aggregate approx 5.5 acre through Sub-Lease deed dated 12.12.2012 ("Sub-Lease Deed")
 executed between JSIL and PRESIDENCY INFRAHEIGHTS PRIVATE LIMITED.
- 5. I/We are aware that the Company has been assigned the task of construction and marketing for sale of the Apartments to be constructed in Project "PRESITHUM" and the actual sale / transfer deed (Indenture of Conveyance) shall be executed by the Company in favour of the Allottee(s) in accordance with the terms of Sub-Lease Deed and the provisional allotment.
- 6. I/We have seen and understood the scheme of development sanctioned layout plans, sanction letter, other documents at the office of PRESIDENCY INFRAHEIGHTS PRIVATE LIMITED and I/We also agree to abide by all the terms and conditions of Yamuna Expressway Authority (YEA) or any other statutory or civic authority to which Company / JSIL and consequently the Applicant, is / are subjected to or any other condition which the Company / JSIL may prescribe.
- 7. I/We agree and undertake to pay further installments without any formal demand by the Company in accordance with the Schedule of Payments attached herewith or with the Provisional Allotment Letter (including maintenance deposit / advance additional charges and other charges as may be prescribed by the Company / Maintenance Agency) to be issued by the Company accepting my / our candidature for Provisional Allotment.
- I/We undertake that I/We shall execute the instrument for transfer of rights, title and interest in the Said Premises
 from Company in my / our favour in the form, substance and manner and within such period as prescribed by the
 company and the same shall be got registered if required by law.
- I/We the Applicant(s) do hereby declare that my / our application for Allotment of Said Premises to the Company
 is irrevocable unless so desired by the Company and that the above particulars / information given by me / us are
 true and correct to the best of my / our knowledge and nothing has been concealed there from.

| Yours faithfully, |
|--------------------------------|
| Signature (s) of Applicant (s) |
| |

STANDARD TERMS AND CONDITIONS OF "ALLOTMENT" / "PROVISIONAL ALLOTMENT" IN PROJECT PRESITHUM AT PLOT NO. GH: F2 JAYPEE GREENS SPORTS CITY, YAMUNA EXPRESS WAY, GAUTAM BUDH NAGAR (U.P.), INDIA

| UP RERA Registration Number. | |
|------------------------------|---------------|
| Apartment Noin | Tower NoFloor |

The conditions mentioned herein below form a part of the Application Form. The application merely represents the Applicant's intention to acquire the Said Premises and shall not construe any acceptance of the application by the Company.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

"Allottee" means the Applicant(s) who has agreed to abide by these Standard Terms and Conditions and has been provisionally allotted the Said Premises by the Company in PRESITHUM at Yamuna Expressway, Gautam Budh Nagar, U.P. The term "Allottee" shall, unless repugnant to the context or meaning thereof, be construed to mean and include his / their representatives, successors, executors and permitted assigns;

"Applicant" means a Person who has applied for Provisional Allotment of a unit in PRESITHUM.

"Application Form" shall mean this application form for Provisional Allotment of a unit and attested at appropriate places by the Applicant(s);

"Common Area" means area under the common staircases, circulation area, walls, shafts, passages, corridors, lobbies, refuge areas, stits, common pantries, murity, machine room, meter room, electric sub-station, common toilets and the like related to the Said Premises; or as defined under applicable RERA provisions.

"Common Facilities" means the facilities. like D.G. sets / D.G. rooms, water storage tanks, its pumping and supply system, sewerage & drainage systems, electric sub-station / transformers/electric panels / distribution network, maintenance service rooms, lawns including lighting & services etc., roads, pathways & driveways including street lighting & services etc., guard posts, fire hydrants & fire fighting system etc. and all such facilities for common use and excluded from the computation of Super Area of the Said Premises;

"Company" means Presidency Infraheights Private Limited, a private limited company incorporated under the Companies Act, 1966 and having its registered office at Unit No.-2201, 2nd floor, Express Trade Tower-2(ETT-2), Sector – 132, NOIDA 201303 (U.P.) and shall, unless repugnant to or inconsistent with the context, be construed to mean and include its successor-in-interest and permitted assigns;

"Consideration" shall be overall sale consideration of the said premises and shall include the Basic Sales Price (BSP), Preference Location Charges (PLC), Internal Development Charges (IDC), External Development Charges (EDC), Fire Fighting Charges (FFC), Car Parking, Club Membership, Power Backup, and One Time Lease Rent as applicable.

"Earnest Money" means the amount equal to 20% of consideration amount as specified in the Application Form and Allotment Letter.

"Escalation" means the increase in input costs of construction beyond the prescribed limit in terms of such costs prevailing at the time of Application / Allotment with regard to the said premises; as may be permissible under the applicable RERA notification issued by the UP RERA Authority.

"External Development Charges" (EDC) means the charges levied by the company / Presidency Infraheights Pvt. Ltd. for providing common bulk service like main water storage tank, its pumping system and supply to individual land sector / pockets and similar network of sewerage mains / treatment plant etc. within the Jaypee Green Sports City.

"Internal Development Charges" (IDC) means the charges levied by the company for providing common bulk service like main water storage tank (s), its pumping system and supply to individual Apartment / at PRESITHUM and similar network of sewerage mains / treatment plant and other services including drainage, electricity etc.

"Government Authority" means any government, statutory, departmental or public body or authority, including courts of competent jurisdiction:

"Indenture of Conveyance" shall have the meaning ascribed to it in Clause 2.2 hereof;

"PRESITHUM" shall mean project constructed on Plot No. GH: F2 on land situated in SDZ, Sector 25, Yamuna Expressway Industrial Development Authority Area. Distt. Gautam Budh Nagar, U.P. admeasuring approx 5.5 acre leased by the Yamuna Expressway Industrial Development Authority (YEIDA) to Jaypee Sports International Limited (JSIL) and subleased by JSIL to PRESIDENCY INFRAHEIGHTS PRIVATE LIMITED.

*Presidency Infraheighs Private Limited**, means a private limited company incorporated under the Companies Act, 1956 and having its registered office at Unit No.-2201 2nd floor, Express Trade Tower - 2 (ETT-2) Sector -132, Noida 201303. U.P. and shall unless repugnant to or inconsistent with the context, be construed to mean and include its successor-in-interest and permitted assigns.

"Law" means any statute, notification, circular, bye laws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by any. Governmental Authority, whether in effect as of the date of this Application or thereafter;

"JSIL" shall mean Jaypee Sports International Limited.

Sub Lesse Deed shall mean and include Lesse deed dated 12th December, 2012 in respect of 5.5 acre of land executed between the Jaypee Sports International Ltd. and Presidency Infraheights Private Limited duly registered with the Sub-Registrar, Sadar, Gautam Budh Nagar, on 12-12-2012 and recorded on page No. 69-106 in Bahi No. 1 in the office of Sub-Registrar.

"Leased Land" shall mean the properties that are the subject matter of the Sub-Lease Deed:

"Parties" shall mean the Company/PRESIDENCY INFRAHEIGHTS PRIVATE LTD and the Applicant and "Party" shall refer to anyone of them;

"Person" includes any individual, sole proprietorship, partnership, LLP, unincorporated association, unincorporated syndicate, unincorporated organization, Trust HUF, body corporate, society and a natural person in his capacity as trustes, executor, administrator, or other legal representative;

"Plan" includes the plan for construction and development at Jaypee Greens Sports City as approved by the appropriate government Authority, the layout plan, building plan and the location plan of the Said Premises, attached to the Provisional Alfolment Letter;

"Provisional Allotment" / "Allotment" shall mean the provisional allotment / "allotment" of the Said Premises to the Applicant, pursuant to his application to the Company and the allottee agreeing to abide by the Standard Terms & Conditions.

"Representatives" shall include the directors, partners, officers, employees, agents, consultants, advisors, or other representatives, including legal counsel, accountants and financial advisors of such Person and also includes the Representatives of the Representatives of any Person;

"Said Premises" means the residential Apartment situated in PRESITHUM as provisionally allotted by the Company / PRESIDENCY INFRAHEIGHTS PRIVATE LTD. to the Allottee.

"Standard Terms & Conditions" shall mean these Standard Terms and Conditions of Provisional Allotment of the Said Premises:

"Super Area" means the area of the Said Premises inclusive of the area under the periphery walls, area under columns and walls within the Said Premises, half of the area of the wall common with other premises adjoining the Said Premises, total area of all balconies, terraces, cupboards, plumbing shafts / lift shafts / electric shafts of the Said Premises and the proportionate share of the Common Areas;

"Third Party" means any Person other than the Applicant or the Company / PRESIDENCY INFRAHEIGHTS PRIVATE LTD.

"YEA" / "YEIDA" means the Yamuna Expressway Industrial Development Authority.

1.2 Certain Rules of Interpretation

With respect to the provisions herein;

- (a) The descriptive headings of Articles and Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions hereof;
- (b) The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision hereof to any Person or Persons or circumstances except as the context otherwise requires;
- (c) Unless otherwise specified, the damages payable by any Party as set forth herein, are intended to be genuine preestimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same;
- (d) Schedule -1 annexed to these Standard Terms & Conditions form an integral part hereof;
- (e) All capitalized terms used in these Standard Terms and Conditions and not defined elsewhere shall have the same meaning as set forth in the Application Form.

SCOPE OF THE STANDARD TERMS AND CONDITIONS

- 2.1 The Standard Terms and Conditions govern the Allotment of the Said Premises by the Company to the Applicant, Mere acceptance of the Standard Terms and Conditions do not vest any right, title and interest in the Said Premises or any part of Leased Lands in the Applicant / Atlottee or any other Person.
- 2.2 (a) The detailed terms of the transfer of the Said Premises shall be based on the definitive legal document for the transfer of property (hereinafter referred to as "Indenture of Conveyance" and shall include the entire understanding between the Parties relating to the conveyance of the Said Premises to the Applicant / Allottee. The Applicant / Allottee shall have no right, title or interest whatsoever on the Said Premise either during its construction or after its completion till the execution of Indenture of Conveyance by the Company in favor of the Applicant/Allottee.
 - (b) The Indenture of Conveyance shall be executed by the Company (which is vested with the leasehold rights in the lease-hold land).

- (c) The indenture of conveyance shall be executed once (i) the competition / occupancy certificate of the building, in which Said Premises is situated, is granted by the relevant authority, under the then prevailing laws / directions (ii) the entire sale consideration amount has been received by the company from the Applicant / Allottee along with other applicable duties, charges and payments etc. as due in accordance with the Allotment Letter / Agreement to Sub-Lease, and (iii) the applicant speciality complies with all the provision herein.
- 2.3 Company may, at its discretion, shall enter into end "Agreement to Sub-Lease" with the Applicant / Allottee at an appropriate time after the Allotment and before obtaining the completion/occupancy certificate form the relevant authority in terms of applicable provisions of RERA in the State of U.P.
- 2.4 The stamp duty and legal / other expenses related to execution and registration of the "Agreement to Sub-Loase" and the "Indenture of Conveyance" shall be borne by Applicant / Allottee.
- 2.5 Nothing herein shall be construed to provide the Applicant / Allottee with any right, whether before or after taking possession of the Said Premises or at any time thereafter, to prevent the Company from:
 - (i) Constructing or continuing with the construction of the other building(s) or other structures in the area adjoining the Said Premises:
 - Putting up additional constructions at Project PRESITHUM, Plot No. GH: F2, Jaypee Sport City Yamuna Expressway, Gautam Budh Nagar
 - (iii) Amending / altering the Plan in order to abide by the applicable local, municipal or any other laws for the time being in force or carrying out minor alterations.
- 2.6 The execution and/or registration of the "Agreement to sub-lease" and "Indenture of Conveyance" shall not absolve the Applicant /Allottee of any of its obligations herein.

3. SALE CONSIDERATION & CHARGES

- 3.1 The Applicant / Allottee shall make payments of Sale Consideration and other charges, if any, including applicable taxes as applicable, at such times and as detailed in the Allotment Letter, without any requirement for the Company to send out any notice or intimation to the Applicant / Allottee for the amounts for which due date of payment / time line has been specified. All payment by the Applicant / Allottee are required to be made by A/c Payes Cheque (s)/ Demand Draft (s)/RTGS drawn in favour of "PRESIDENCY INFRAHEIGHTS PRIVATE LIMITED". While making payment of dues the Applicant / Allottee shall deduct tax at source (TDS) under the provisions of Income Tax Act, 1961(presently 1 % of the payment due to the Company; this provision is presently applicable only if the total Sale Consideration of the apartment is Rs. 50 locs or more). After deduction of tax and deposition the Applicant / Allottee shall furnish to the Company the prescribed tax certificate stating the Permanent Account Number (PAN) of Presidency Intraheights Private Limited i.e. AAGCP5711L.
- 3.2 The Applicant/Allottee agrees that he/she shall pay the price of the unit on the basis of the Super Area i.e. covered area and proportionate share of common areas and all other charges as per payment schedule. He/She also agrees to make all payments through demand drafts/payable at par cheques.
- 3.3 The Applicant / Allottee shall make regular and timely payment of instalment, which is the essence of this contract. It shall be incumbent on the Applicants / Allottees to comply with the terms of payment and other terms and conditions of sale, failing which the Applicants / Allottees shall have to pay interest @12% per annum on the delayed time in case of delayed payments and developer reserves its right to forfeit upto 20% of the total consideration amount of the unit in the event of any irregularity / delayed payments/non-fulfillment of terms of payment and of the allotment latter. The allotment may be cancelled at the discretion of the Developer and the balance payment, after deduction of the forfeited amount, shall be returned within 90 days of the cancellation, in full and final settlement of the cancellation of Allotment or in a period as advised under applicable RERA provisions.
- 3.4 The cost of the Unit is based on the cost of Construction rates applicable on the date of booking. Further, due to abnormal market variations in the cost of construction and raw materials, the actual cost of the Unit may experience some escalation and may thus vary. The final expenditure made will be compiled with at the stage of completion of the project, and if the increase in the cost of construction is within the limit of 10% of the cost fixed at the time of Allotment, the same shall be absorbed by the Developer. In case actual cost of construction and completion of the project escalates beyond more than 10% of the BSP, the difference will be charged to the Applicant as per the actual calculation made by the Developer based on cost indices of CPWD in terms of applicable RERA provisions.
- 3.5 The fire safety and other measures have been agreed to be provided as per existing Code / Regulations as on the date hereof. Provided, however, in the event that any additional fire safety or other measures are undertaken, as are deemed necessary by the Company or as are required to be undertaken pursuant to the requirements of applicable Law / Regulations, the proportionate increase in cost in respect thereof shall be payable by the Applicant / Allottee as Charge / revised Sales Consideration on intimation by the Company.
- 3.6 In case any taxes / duties / charges are levied by any Government Authority and / or there is an enhancement of any taxes / duties / charges including any external development charges by any Government Authority towards external development cost or otherwise, the Applicant / Allottee shall make proportionale additional payment within 60 days of intimation and raising the demand in this regard by the Company.

4. CONVEYANCE OF THE SAID PREMISES

- 4.1 Upon execution of the Indenture of Conveyance, subject to and to the extent permitted by applicable law and the terms of the Lease Deed, the Applicant / Allottee shall acquire the Said Premises on sub-lease basis alongwith the undivided, indivisible and impartible proportionate interest (herein after referred to as "Interest in Land") in the leasehold land underneath the building in which the Said Premises is located in proportion to the ratio of the Covered Area of the Said Premises to the aggregate Covered Area of all the apartments, including any Independent Areas, in the building in which the Said Premises is situated. The interest in Land shall not be alienable / transferable separately and shall always remain attached to the Said Premises and be a part of Said Premises.
- 4.2 Further, upon execution of Indenture of Conveyance, the Applicant / Allottee shall be entitled to such percentage of undivided interest in the Common Areas and Facilities as specified therein. The percentage of undivided interest in the Common Areas and Facilities shall be computed by taking, as the basis, the Covered Area of the Said Premises in relation to the aggregate Covered Area of all the apartments including any Independent Areas in the building in which the Said Premises is situated. The Common Areas and Facilities shall not be transferred and shall remain undivided and the Applicant / Allottee or any other person shall not seek partition or division of any part thereof.
- 4.3 Notwithstanding that the Common Area has been considered for the purpose of calculating the Super Area of the Said Premises, the Applicant / Allottee shall not have any exclusive ownership, interest, right or title in the Common Area and Facilities in any manner whatsoever except the right of use as provided herein. Similarly, the reserving / earmarking of parking / storage slot(s) for the Said Premises will not convey any ownership, interest, right or title on the said parking/ storage slot(s) in any manner except the right of use.

OBLIGATIONS OF THE APPLICANT / ALLOTTEE

- 5.1 Prior to taking possession of the Said Premises, the Applicant / Allottee shall enter into a separate Maintenance Agreement on payment terms set out under para 6 of the Application Form (the "Maintenance Agreement") with the Company or such maintenance agency as may be designated in this regard (the "Designated Maintenance Agency" or "DMA") for maintenance of all Shared Areas & Facilities and the Common Areas & Facilities. Provided however, the Company / DMA shall maintain Common Area and Facilities only till such time these are taken over by the concerned Association Owners.
- 5.2 The Applicant / Allottee shall have no claim, right, title or interest of any nature or, kind whatsoever except right of ingress over or in respect of land, open spaces and all or any of the Shared Areas & Facilities etc. The Applicant / Allottee shall not be entitled to claim any separate exclusive demarcation or partition of any share or right to use any of the Shared Areas & Facilities.
- 5.3 The Applicant / Allottee hereby agrees to pay (a) estimated Maintenance Charges for the first year, for maintenance of Common Areas & Facilities and Shared Area & Facilities in advance and regularly thereafter and (b) one time Interest Free Maintenance Security (IFMS) towards maintenance of Shared Area & Facilities. Upon timely and due payment of regular Maintenance Charges, the Applicant/ Allottee shall have the right to use the Common Area & Facilities and Shared Area & Facilities. Provided, however, that the Applicant/ Allottee shall not have the right to use the Common Area & Facilities as well as Shared Areas & facilities till such time the possession of the Said Premises has been taken by the Allottee and the Indenture of Conveyance has been executed.
- 5.4 The Applicant / Allottee understands that the Company may declare some part of the area in the Sub-Project in which the Said Premises is situated, as Independent Area. In the event the Company so decides to declare such Independent Area, the Company shall be entitled to lease/ sell or deal with the same independently to any person without the interference of the Applicant/Allottee or any other apartment owner.
- 5.5 The Applicant/Allottee shall abide by all applicable laws as may be applicable to the Said Premises including inter all all regulations, bye-laws, directions and guidelines of the "YEA" and the provisions of the Lease Deed and shall keep the Company Indemnified, secured and harmless against all costs, consequences and damages, arising on account of non-compliance with the said requirements, requisitions and demands.
- 5.6 The Applicant/Allottee and the Developer declare that the amounts paid with the application and installment, as the case may be, to the extent of 20% of Total. Consideration Amount of the Apartment will collectively constitute the Earnest Money. The Earnest Money shall stand torfeiled in case of non-fulfillment of these terms and conditions and those of Agreement as also in the event of failure by the intending Allottee(s) to sign the Agreement within the time allowed by the Company.
- 5.7 If on account of any law / directions by any Govt, authority, the Company is prevented from completing the construction of the Said Premises or if the Company is prevented from delivering possession thereof to the Allottee, on account of any action by any Third Party, or Government Authority, then it is in the sole and entire discretion of the Company to challenge the validity, applicability and / or the efficacy of such law / directions and challenge the action taken by the Third Party or Government Authority (the "Said Case") or take such reasonable steps which may be necessary to protect the interest of the company Applicant / Allottee. In any event, Company shall take necessary steps to keep the Applicant/Allottee informed of the status of the same.
 - 5.7.1 The Earnest Money and other payments made to the Company cannot be withdrawn or claimed from the Company till the final determination of the Said Case.
 - 5.7.2 In the event of the Company being successful in the Said Case, the Applicant / Allottee shall be entitled to take delivery, possession of the Said Premises and for execution of Indenture of Conveyance thereof as provided herein.

- 5.7.3 In the event the Company is unsuccessful in the Said Case, and the impugned law / direction is not varied or altered, resulting in a legal impediment for delivery of the possession or transfer of title of the Said Premises, the Company shall, upon the judgment becoming final, absolute and binding upon the Company, pay to the Applicant / Allottee, the amount of Earnest Money and other payment as had been received from the Applicant / Atottee, without any interest or compensation whatsoever, within such time and in such manner as may be decided by the Competent Authority which shall be final and binding on the Applicant / Allottee.
- 5.8 The Applicant / Allottee hereby covenants with the Company to pay from time to time and at all times the amounts which the Applicant / Allottee is liable to pay as per the Application Form and as specified in the Allotment letter and to observe and perform all the covenants and conditions contained herein, and to keep the Company and its representatives, estate and effects, indemnified and harmless to the fullest extent from and against all and any actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including without limitation attorney's fees and disbursements, and reasonable out of pocket expenses) relating to or arising out of:
 - Any inaccuracy in or breach of the representations, warranties, covenants or agreements made by the Applicant/ Allottee herein;
 - (ii) Any other conduct by the Applicant / Allottee as a result of which, in whole or in part, the Company or any of its representatives are made a party to, or otherwise incurs any loss or damage pursuant to any action, suit, claim or proceeding arising out of or relating to such conduct;
 - (iii) Any action undertaken by the Applicant / Allottee, or any failure to act by the Applicant / Allottee when such action or failure to act is a breach of the terms & conditions herein;
 - (iv) Any action or proceedings taken against the Company in connection with any such contravention or alleged contravention by the Applicant / Allottee.
- 5.9 To follow all stipulations as mentioned in Schedule-1 in sprit.

REPRESENTATIONS AND WARRANTIES OF THE APPLICANT/ALLOTTEE

- 6.1 The Applicant/Allottee has applied for Allotment of the Said Premises after satisfying himself that he has understood and appreciated the content and the implications of the laws applicable to Presidency Intraheights Private Limited, Noida, PRESITHUM and the Said Premises.
- 6.2 The Applicant / Allottee has inspected and seen the site, the Plan, as submitted to or approved by "YEA", ownership records, the Lease Deeds, terms and conditions of the Maintenance Agreement, other documents relating to the title and all other details of the Said Premises that the Applicant considers relevant for the transaction contemplated herein. The Applicant / Allottee has satisfied himself about the right, title and capacity of the Company to deal with the Said Premises and Presidency Infraheights, Noida and has understood all the limitation and obligations thereof.
- 6.3 The Sale Consideration for the Said Premises and other charges are based on the Super area of the Said Premises and shall be paid by the Applicant / Allottee in accordance with the terms herein.
- 6.4 The Applicant / Allottee understands that the Covered Area of the Said Premises as stated in the Application Form may vary after the completion of the construction of the building in which the Said Premises is situated due to structural, engineering or architectural requirement or due to directions from the appropriate authority. In the event there is any variation in the Covered area of the Said Premises, the total Sale Consideration will be adjusted, at possession stage, proportionate to the final Coverd Area at the Sale Consideration mentioned in the Application Form / Allotment Letter.
- 6.5 The Applicant / Allottee understands that the ground coverage of the building in which the Said Premises is located, the FAR used for construction of the said building and the location of the building cannot be altered, varied and / or modified in any manner whatsoever and shall always remain unchanged. Further, the Applicant / Allottee shall not construct any boundary wall around the Sub-Project Land or shall not create any boundary of the Sub-Projects Land by planting / erecting any hedge / wire mesh or any restriction of any kind which physically isolate or even demarcate the Sub-Project from the Project.
- 6.6 The Company is and shall continue to be entitled to construct and / or install such other things as may be required for the development, operation and maintenance of PRESITHUM excluding but not limited to sidewalks, pavements, sewers, water mains and other services and local improvements, as may from time to time be deemed necessary by the Company and / or the Designated Maintenance Agency.
- 6.7 The Applicant / Allottee understands that, subject to the right / interest of the Application / Allottee hereunder, PRESIDENCY INFRAHEIGHTS PRIVATE LTD / Company has the right to raise finance from any Bank / Financial Institution / Body Corporate and for this purpose it can create mortgage or charge or hypothecation on Leased Lands and the construction thereon in process or on the completed construction, in favor of one or more such institutions. However, the PRESIDENCY INFRAHEIGHTS PRIVATE LTD / Company will ensure that any such charge, if created, is vacated / satisfied / NOC obtained before execution of the Indenture of Conveyance of the Said Premises in favor of the Applicant / Allottee.
- 6.8 The PRESIDENCY INFRAHEIGHTS PRIVATE LTD / Company reserves the right to transfer / assign the Leased Lands in whole or in parts to any Person in its sole discretion and the Applicant / Allotee agrees that he / she shall not raise any objection in this regard. However, Company shall take steps to ensure that the right/ interest of the Applicant/ Allottee hereunder are duly preserved and protected.

7. OBLIGATION OF THE COMPANY

- 7.1 PRESIDENCY INFRAHEIGHTS PRIVATE LTD, has already paid the applicable one time lease rent.
- 7.2 The Company shall make best efforts to offer possession of the Said Premises to the Buyer within the period more specifically described in pera 7.3. If the completion of the Said Premises is delayed by reason of non-availability or scarcity of steel and / or cement and / or other building materials and / or water supply and/ or electric power and/or slow down, strike and/ or due to a dispute with the construction agency employed by the Company, lock out or civil commotion or any militant action or by reason of war, or enemy action, or earthquake or any act of God or if non-delivery of possession is as result of any Law or as a result of any restrictions imposed by a Government Authority or delay in the sanction of building / zoning plans/grant of completion/occupation certificate by any Government Authority or for any other reason beyond the control of the Company (hereinafter referred to as "Force Majeure Events") the total construction period shall be suitably extended by the Company.
- 7.3 The construction of said unit is likely to be completed by and is subject to the timely payment by the allotee's towards the basic sale price and allied/other charges as demanded by the company in terms of this Agreement. The time frame for completion of construction is subject to the Force Majeure (as defined in para 7.2) and timely and prompt payment of all installments as demanded by the company and completion of formalities required from allotee's. The company shall be entitled for a six (6) month additional period in the event there is delay in handing over the possession. However, in case of delay beyond a period of six (6) months and such delay is attributed to the company, the company shall be liable to pay compensation, to buyers other than buyers under subvention scheme, © 12% p.a. of the amount paid by Buyer for the period of such delay. The Said Compensation shall be admissible only if the Buyer does not cancel the allotment and shall be adjusted upon Offer of Possession of the Said Premises. Provided that the time consumed by the occurrences of Force Majeure Events shall be excluded white computing the delay in Offer of Possession of the Said Premises, foss of profit or consequential losses against the Company on account of delay in handing over possession for any of the aforesaid conditions.

8. MISCELLANEOUS OBLIGATIONS

8.1 As and when the Said Premises is ready for possession in accordance with the terms specified herein, the Company shall issue a notice of Offer of Possession (the "Offer of Possession") calling upon the Applicant / Allottee to take possession of the Said Premises, upon the payment of the entire Sale Consideration, other dues and Maintenance Deposits Advance in accordance with the terms contained in the Allotment Letter and the terms herein and execution and registration of the Indenture of Conveyance. Within thirty days of the date of the Offer of Possession the Applicant / Allottee shall be liable to take physical possession of the Said Premises after making the entire balance payment and execution of the Maintenance Agreement on the terms mentioned herein. If, for any reason, the Applicant / Allottee fails and neglects or delays or is not ready or willing to take possession of the Said Premises, the Applicant / Allottee shall be deemed to have taken possession (only for the purpose of payment of Maintenance Charges from then onward) of the Said Premises at the expiry of thirty days from the date of the Offer of Possession by the Company. In this event the Said Premises shall be at the risk and cost of the Applicant / Allottee. Notwithstanding anything stated hereinabove, upon expiry of a period of 90 days from the date of Offer of Possession, the Company shall be entitled at its sole discretion to cancel the Allotment in accordance with the Standard Terms & Conditions.

The Applicant / Allottee agrees not to question decision of the Company in postponing the cancellation beyond 90 days from the date of Offer of Possession. Provided however, the Company may, at its sole discretion, restore the Allotteent by levying the applicable Charges i.e & Rs.10 per sq. ft. per month upto the date of such restoration. The Applicant / Allottee shall also be liable to pay proportionate Maintenance Charges in respect of the Said Premises with effect from the expiry of 30 days from of the Offer of Possession.

8.2 Subject to applicable RERA provisions :-

- (a) That the final super area of the flats will be intimated after final physical measurement after construction, in case of variation in actual that is ±10% in super area vis-à-vis booked super area, recessary adjustments in costs, plus or minus, will be made at the rate prevalent at the time of booking. Super area may vary without any change in the built-up area or dimensions of the flats.
- (b) That the size of the flat given is as per plan and can be modified due to technical and other reasons, e.g. change in position or design of the unit, number of the unit, its boundaries, dimensions or its area. The Company shall be liable only for cost adjustment arising out of super area variations.
- (d) That in case a particular unit is omitted due to change in the plan or the Company is unable to hand over the same to the allottee/ for any reason beyond its control, the Company shall offer alternate unit of the same type and in the event of non-acceptability by the allottee/s or non-availability of the unit the Company shall be responsible to refund only the actual amount received from the allottee/s till then with the prevailing rate of bank interest, however Company will not be liable to pay any damages, compensation expenses to the allottee/s whatsoever, in case any preferentially located unit ceases to be so located, the Company shall be liable to refund the extra charges paid by the allottee/s for such preferential location without any damages or compensation. Further the layout plans shown in the literature is tentative and is subject to change without any objection from the allottee/s.
- 8.3 That the development of the premises is subject to force-majeure clause. In case of delay in possession as a result of any notice, order, rule, notification of the government / court of law / public / competent authority or any other reason beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time. In case of non-availability of materials at reasonable costs including those material mentioned in the specification sheet, the Company will be entitled to use suitable alternative / substitute material without any claim from the Allottee(s).
- 8.4 The Company or the Designated Maintenance Agency shall be entitled to access the Said Premises at such time as is fixed by the Company or the Designated Maintenance Agency for the purpose of carrying out general repair and service of any Common Area and Common Facilities and related equipment including but not restricted to pipes, cables, drains etc. passing through the walls, flooring and ceiling of the Said Premises and for that purpose to remove, break or dismantle the walls, floor, ceiling or any covering thereon as may be considered necessary for the purpose of carrying out the desired activity. Provided, however, the Company or the Designated Maintenance Agency shall endeavor to restore the walls / floor of the Said Premises in the same condition in which they were earlier, after carrying out the repair and / or service work as early as reasonably possible.

- 8.5 It shall be the obligation of the Applicant / Allottee to get the Said Premises appropriately insured at his own cost and expense after taking over physical possession of the Said Premises.
- 8.6 As the Project land has been Sub Leased by JSIL (the leasee) the External Maintenance charges, if any, levied by the Lessee towards maintenance of Common services outside the Group Housing Complex will be recovered by the Company from the Applicant / Allottee in the proportion of the area of his / her unit as and when levied by JSIL.

9. DEFAULT, TERMINATION AND CONSEQUENCES OF TERMINATION

- 9.1 In the event of breach or default by the Buyer of any of the terms of Allotment, ("Default") the Company may issue a Notice calling upon the Buyer to rectify the Default within a period of 30 days from the date of the notice ("Notice Period"). The Buyer, immediately upon notice of such Default, shall be under an obligation to rectify/remove the Default within the said Notice Period and inform the Company of such rectification or removal of breach or default by a written notice.
- 9.2 In the event in the judgment of the Company, the Default is not cured within the Notice Period, the Company may, without prejudice to any other legal remedy which the Company may have in law, equity or contract, in its sole discretion, cancel the Allotment and intimate the same by a written communication. The Company shall, upon cancellation, be free to deal with the Said Premises in any manner, whatsoever, at its sole discretion. Under such eventualities, the buyer will not be entitled to claim any interest or compensation from the developer.
- 9.3 The Buyer shall be liable to pay simple interest at the rate of 12% per annum on the delayed payments, on the outstanding amounts of Sale Consideration and other dues from the due date (s) upto their payment. The payments made by the Buyer shall first be adjusted against the interest due from the Buyer to the PRESIDENCY INFRAHEIGHTS PVT, LTD, Under the terms herein and the balance available, if any, shall be appropriated against the installment(s) due from the Buyer under the Standard Terms & Conditions and the Allotment Letter.
- 9.4 (a) The Buyer shall be entitled to cancel the Allotment only on default of the Company PRESIDENCY INFRAHEIGHTS PVT. LTD. to deliver possession of the Said Premises within the stipulated period as mentioned in Para-7.3
 - (b) If the Buyer, for any other reason, requests the Company to cancel the Allotment in his favour, the Company may permit such cancellation on terms and conditions as the Company may deem fit which shall be final and binding on the Buyers.
- 9.5 If the Allotment is cancelled /terminated, all obligations of the Company / PRESIDENCY INFRAHEIGHTS PVT. LTD. and the Buyer, under the Application Form and the Allotment Letter shall automatically terminate with no further act or conduct being necessary or required on the part of either the Buyer or the Company/ PRESIDENCY INFRAHEIGHTS PVT. LTD. and each of the party shall irrevocably be released from all obligations and liabilities except those specifically mentioned herein and/or the Allotment letter.

10. MISCELLANEOUS

- 10.1 Notice: All notices to be served as contemplated herein shall be deemed to have been duly served if sent by one Party to the other by Emal/Registered/Speed Post at address (es) specified hereinabove. It shall be the responsibility of the Applicant / Allottee to inform the Company by a Registered / Speed Post about all subsequent changes, if any, in his address, falling which all communications and letters posted at the registered address of the first Applicant / Allottee will be deemed to have been received by him and the Applicant / Allottee shall be fully liable for any default in payment and other consequences that may accrue there from. In the event that there are joint Applicants, all communications and notices shall be sent by the Company to the first Applicant / Allottee at the address given by him on the Application Form, which shall for all purposes be considered as served on all the Applicants and no separate communication shall be necessary to the other Applicant(s).
 - All notices and other communications required to be sent by the Applicant/Allottee to the Company shall be sent by the Applicant / Allottee to the registered address of the Company.
- 10.2 NRI/Foreign Applicant. The Applicant / Allottee, if resident outside India or if not an Indian national or citizen, shall be solely responsible to comply with the necessary formalities as laid down in any law for remittance of payment(s) and for acquisition of the immovable property in India. The Applicant / Allottee shall furnish the required declaration that it is complying with such necessary legal formalities in the format prescribed by the Company.
- 10.3 In case the Applicant / Allottee desires to transfer the Said Premises to any person by way of sale, mortgage, lease, license or by any other method after execution of Indenture of Conveyance the Proposed Transferee shall pay to the "YEA" subsequent sales transfer charges ("Transfer Charge"), if any, Notwithstanding anything contained in this clause, the Applicant / Allottee shall obtain a No Objection Certificate from the Company and pay expenses, Administrative Charges, fees and any other dues payable to the Company, whether required hereunder or under any subsequent agreement prior to applying to YEA for transfer of the Said Premises to the Proposed Transferee.

That in case of transfer of all of ment / ownership / sub-lease of unit, a transfer fees of Rs.50/- per sq. ft. shall be payable by the Allottee(s) to the Company. It may vary from time to time and any change can be made without any prior intimation. Transfer of the rights as allottee for the said apartment herein, will be at the discretion of the Company and will need its prior written approval from the Company. Administrative charges as prescribed by the Company from time to time will be paid by the allottee before the transfer that will be informed at the time of transfer. Any change in the name of allottee (including addition/deletion) as registered/recorded with the Company, will be deemed as transfer for this purpose. It ransfer application will be processed after receiving charges as applicable.

- 10.4 The Application Form, these Standard Terms and Conditions including Schedules-1 and the Allotment Letter (hereinafter collectively referred to as the "Documents of Allotment") shall constitute the entire terms and conditions with respect to the Allotment of the Said Premises to the Applicant / Allottee and shall be superior to discussions and arrangements whether written or oral, if any, between the Company and the Applicant / Allottee relating to the terms covered herein. No amendment to these Standard Terms & Conditions shall be valid or binding unless set forth in writing and duly executed between the company and the Applicant / Allottee. No waiver of any breach of any provision hereof shall be effective and binding unless made in writing purporting to by the company unless provided in writing, such waiver shall be limited to the specific breach waived.
- 10.5 Governing Law and Jurisdiction: The Allotment shall be governed and interpreted by and construed in accordance with the laws of India and subject to the provisions hereof, the Courts at Gautam Budh Nagar, U.P., India shall have jurisdiction over all matters arising out of or relating to this Allotment.
- 10.6 Severability: If any provision of these Terms & Conditions is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and all other provisions hereof shall continue to remain in full force and effect.
- 10.7 Rights of Third Parties: Unless a contrary intention appears from the terms hereof, nothing expressed or implied herein is intended or shall be construed to confer upon or give any Person, other than the Company and the Applicant / Alfottee any rights or remedies under or by reason of this Allotment or any transaction contemplated herein.
- 10.8 Dispute Resolution: The Parties hereby agree that any and all disputes arising out of or in connection with or in relation hereto shall, in the first instance, be amicably settled between the Company and the Applicant / Allottee. In the event of disputes, claim and / or differences not being amicably resolved such disputes shall be referred to sole arbitration by a person nominated by the Managing Director of the Company. The proceedings of the Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996, as amended from time to time, or any rules made there under. The venue of the arbitration shall be Noida, Ultar Pradesh, India. During the arbitration proceedings, the Company and the Applicant shall continue to perform their respective obligations under the Allotment.
- 10.8 Overriding Effect: In the event of any inconsistency between the Documents of Allotment and any prior document, instrument or agreement delivered in connection with the transactions contemplated hereby, the contents of Documents of Allotment shall prevail.

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1 / We harehy irrespective accept and agree to shide by the aforesaid Standard Terms & Conditions.

2.....

Signature (s) of Applicant (s)

Schedule-1

The Applicant / Allottee agrees to the following:

- 1. Not to use the Said Premises for the purpose of any trade, business, employment, service or manufacture of any description, or as a hotel apartment, guest house, or for any other purpose other than as private residence for the use of one family only to each dwelling unit, and shall not do anything or permit anything to be done upon the Said Premises/eased lands that shall be a nuisance to the occupants of any neighboring property.
- Not to erect or permit to be erected any tents, trailers, shacks, tanks or temporary buildings or structures without prior permission from the Company.
- Not to fix or place to the exterior of the Said Premises, any serial, antenna, antenna poles/masts, without prior permission from the Company.
- Not to place or affix any clothes line, drying rack or similar device at such a position so that the same is visible from any road, golfing/garden facility or to public view.
- Not to do anything or maintain in or outside the Said Premises or the Common Area, anything which may become unsightly or a nuisance to Jaypee Greens Sports City, Guatam Budh Nagar.
- Not to display any signage to public view on or outside the Said Premises, except one name plate at the main entrance in colour of dimensions as may be prescribed by the Company from time to time.
- Not to permit growth or maintenance of any weeds or other unsightly growth upon any residential unit and not to place or allow to be placed in public view in the Said Premises or outside, any refuse or unsightly object.
- 8. To maintain or cause to be maintained, the Said Premises, in a safe, clean, orderly, and properly painted condition.
- 9. To ensure that all lawns, landscaping and sprinkler systems, etc. are maintained in a neat and orderly condition.
- Not to erect, maintain or use on the Said Premises or common area(s), any basketball board or other similar recreational
 equipment, either permanent or temporary without prior permission of the Company.
- 11. Not to enclose or convert to other use any driveways, parking lots, etc.
- 12. Not to cut down or remove any tree.
- 13. Not to keep or permit keeping in the driveway area of the Said Premises, any trash, garbage or other waste materials. To ensure that all waste shall be kept in garbage bins, which shall be kept in a neat condition & screened from public view. The garbage bins may not be placed outside the driveway area of any residential unit except for a reasonable period for the garbage pickup to be accomplished.
- 14. Not to raise, breed or keep in the Said Premises, any animal, reptiles, amphibians, livestock or poultry of any kind, except normal domesticated household pets like dogs or cats and to ensure that the pets are leashed at all times while on any area outside the Said Premises. Pets shall not be permitted on such areas as may be notified from time to time. Each pet owner shall be responsible for the removal & disposal of their Pets' body waste. Any pet, which becomes a source of annoyance to other resident at PRESITHUM may be ordered to be removed by the Company and the Applicant confirms that he shall have no objection such removal.
- 15. Not to increase the Said Premises in size by filling in any water retention/lakes/drainage open area on which it abuts. The Applicant shall not change or attempt to change the designs & the dimensions of the water retention/lakes/drainage open areas.
- To ensure that all utility lines & wirings, including but not limited to, electrical lines, cable television lines, telephone lines, water & sewerage located within the Said Premises shall be located underground/sub-surface or in a shalt.
- Not to split or subdivide in any manner the Said Premises and any sale/transfer of the Said Premises by the Allottee must be as a whole and not in parts.
- No commercial vehicles, trailers, recreational vehicle or other motor vehicles, vans shall be placed or parked in the common areas without prior permission of the Company/DMA.
- Not to operate motorboats in or upon any pond or watercourses located at PRESITHUM or take any action that may
 be framiful to the environment.

Signature (s) of Applicant (s)

FOR OFFICE USE ONLY

| 1. | Acc | epted / Rejected Approval Ref. No | | | |
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| 2. | Ара | ortment Applied For :- Tower No Floor | Unit NoP | roject | |
| | Carp | pet AreaSq.ft Saleab | le Areasq. ft. (ap | рго») | inine. |
| 3. | co | ONSIDERATION | | | |
| | (a) | Basic Sales Price (BSP) | (Amt.) in Rs | @ Rs | per sq. ft. |
| | (b) | Internal Development Charges (IDC) | (Amt.) in Rs | @ Rs | per sq. ft. |
| | (c) | External Development Charges (EDC) | (Amt.) in Rs | @ Rs | per sq. ft. |
| | (d) | Fire Fighting Charges (FFC) | (Amt.) in Rs. | @ Rs | per sq. ft. |
| | (e) (| i) Preferential Location Charges (View PLC) | (Amt.) in Rs | @ Rs | per sq. ft. |
| | (| ii) Preferential Location Charges (Floor PLC) | (Amt.) in Rs. | @ Rs | per sq. ft. |
| | (f) (i | i) Power Back-up | (Amt.) in Rs | @ Rs | per KVA. |
| | 6 | ii) Power Back-up | (Amt.) in Rs | @ Rs | per KVA. |
| | (9) | Car Parking Slot (s) | (Amt.) in Rs | @ Rs | for first slot. |
| | | and @ | Rsper slot | for the additional Pa | arking Slot(s). |
| | (h) | Social Club Membership | (Amt.) in Rs. | @ Rs | per unit. |
| | (i) | One Time Lease Rent | (Amt.) in Rs | @ Rs | per sq. Ft. |
| | (j) | Interest Free Maintenance Security (IFMS) R | s | @ Rs | per sq. ft. |
| | Tota | l Consideration Amount:- | | | |
| | Rs | (Rupees | | | Only). |
| | Payn | ment Plan Option | P/CLP/Flexi Plan/Others. | | |
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DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM

Resident of India:

- · Copy of PAN card
- Copy of Aadhar Card
- Proof of address (Copy of Driving license / Passport or Voter's ID card / Bank Pass Book / Aadhar Card recent Electricity Bill)

Partnership Firm:

- · Copy of PAN card of the partnership firm.
- Copy of partnership deed duly signed by any Partner under rubber seal of the Partnership Firm
- In case of one of the partners has signed the documents, an authority letter from all the other partners authorizing
 the said person to act on behalf of the firm.

Private Limited & Limited Company:

- · Copy of PAN card of the company.
- Certificate of Incorporation, Article of Association (AOA) & Memorandum of Association (MOA) duly signed by the Directors of the Company under rubber seal of the Company.
- Board resolution authorizing the signatory of the application form to buy property on behalf of the company duly authenticated by any other Director of the Company.

Hindu Undivided Family (HUF):

- Copy of PAN card of HUF.
- · Authority letter from all co-parcners of HUF authorizing the Karta to act on behalf of HUF.

NRI / Foreign National of Indian Origin:

- · Copy of Indian PAN Card, if available
- · Copy of Aadhar Card
- Copy of the individual's Passport
- In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the
 proceeds of NRE / NRO account of the Applicant.
- In case of cheque, all payments should be received from the NRE / NRO / FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.

Note: Three passport size photographs of the applicant(s) required in all cases.

Presi thum

PRESIDENCY INFRAHEIGHTS PYT. LTD.

Site Office : Flat No. GH F 2 SD1, Sector - 25.
Yamung Expressway, Jaypee Greens Sparts City

Head Office: 2201, 2nd Floor Express Trade Tower 2 Sector (32 Noldo 20130) U.S.

> E: info@presidencyinkoheighis.com W: presidencyintraheights.com

> > Member of CREDAL