APPLICATION FORM

M/s BULLAND BUILDTECH PVT. LTD. A-2, Bulland House, Khanpur Extn., Devli Road, New Delhi-110062 PHOTOGRAPH
OF SOLE/FIRST
APPLICANT

PHOTOGRAPH
OF SECOND
APPLICANT

Dear Sir,

I/We hereby wish to register for provisional allotment of a residential apartment in your Group Housing Project named as "Bulland Elevates" to be developed and constructed by M/s BULLAND BUILDTECH PVT. LTD. (hereinafter referred to as the "Company") at Plot No. GH - 3A, Sector – 16C, Greater Noida (U.P.)

I/We agree to abide by the basic terms and conditions attached to this Application form and also agree to sign and execute, as and when desired by the Company the Allotment Letter and the Buyer's Agreement on the Company's standard format, contents whereof have been read and understood by me/us and I/We agree to abide them.

I/We remit here with a sum of	of Rs	(Rupees			
Chagua Na) Vide	
Crieque No.	Dated Drawn of "Bulland Buildtech Pvt. Ltd." as booking amount.				
I/We further agree to pay the price list and / or as stipular money shall be forfeited by	ne installments & a ated/ demanded by	dditional charges as per thy the company, failing whi	ne payment Plan (ich Registration w	opted by me/us)	as shown in the
1.SOLE / FIRST APPLICA Mr./Mrs./Ms					
Son/Wife/Daughter of Mr					
Date of Birth	Profession	Designation	1		
Nationality					
Residential Status: Reside	ent	Non-Resident	Foreign Nation	nal of India Origir	ı 🗌
Residential Address					
Office					
Tel. Res	Off		. Mobile		
Fax No		E-Mail ID			
Marital Status	No. c	of Children			
Income Tax Permanent Ac	count No / Ward N	0			

2. Second Applicant:		
Mr./Mrs./Ms		
Son/Wife/Daughter of Mr		
Date of Birth Prof	ession Designation	
Nationality		
Residential Status: Resident	Non-Resident Foreign National of I	ndia Origin 🗌
Residential Address		
Office Address		
Tel. Res C	ff Mobile	
Fax No	E-Mail ID	
Marital Status	No. of Children	
Income Tax Permanent Account No./ Wa	rd No	
3. Details of Residential Apartment:		
(I) Type(ii) Tower	(iii)Apartment No(iv) Floor	
(v) Block(vi) Super Area	Sq. Ft. Approx (vii) Terrace Area	Sq. Ft. Approx
(viii) Ground Floor Lawn Area		
4. Details of Pricing:		
PARTICULARS	DETAILS	AMOUNT IN INR
A. Basic Sale Price (BSP)	@Rsper Sq .Ft.	
B. Preferential Location Charges		
(i) PLC Floor Wise	@Rsper Sq .Ft.	
(ii) Location PLC	per Sq .Ft.	
(.,,		
C. Additional Charges		
(i) Car Parking	Open @RsCovered @Rs	
	Double Covered @Rs	
(ii) Club Membership	@Rs	
(iii) One Time Lease Rent	@Rsper Sq. Ft	
(iv) Fire Fighting Charges		
	@Rsper Sq. Ft	
(v) Power Backup Charges	@Rsper Sq. Ft	

(vii) Others (if any)

TOTAL (A+B+C)

^{*}Monthly Maintenance Charges Payable Extra.

INDICATIVE TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR THE ALLOTMENT OF APARTMENT IN "BULLAND ELEVATES" AT PLOT NO. GH - 3A, SEC. - 16C, GREATER NOIDA (U.P.).

- 1. Whereas lease hold land of the aforesaid Project has been allotted to the Company i.e. M/s. Bulland Buildtech Private Limited (company) by the Greater Noida Industrial Development Authority (GNIDA) a body corporate under the U.P. Industrial Development Area Act' 1976 on lease hold basis under the Scheme code BRS-03/2010 for development of Group Housing at Plot No. GH 3A, Sector- 16C, Greater Noida vide Document No. 22921 in Book No.1 Volume No. 7513 at Page No. 187-230 on 01/11/2010 in the office of Sub Registrar, Gautam Budh Nagar (U.P).
- 2. The building plans of proposed Group Housing Plot will be submitted/sanctioned to/by the Greater Noida Industrial Development Authority (GNIDA). The Complex will have apartments of different sizes and dimensions in various blocks therein and will also have spaces for daily needs commercial & meeting room etc.
- 3. The intending Allottee(s) confirms that he/she/they has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and has/have fully satisfied himself/herself/themselves about the title and rights of the Company in respect of the said Project. The Company has right to develop and construct the Apartments in the said Project and also has right to allot/sell Apartments of different sizes and dimensions in the said Project "Bulland Elevates".
- 4. The intending Allottee(s) is/are aware of and has/ have knowledge that the proposed plan of multi-storied buildings/towers are tentative and agreed that the Company may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Company or Greater Noida Industrial Development Authority or any other Local Authority or body having jurisdiction.
- 5. Saving and excepting the particular Apartment allotted, the intending Allottee(s) shall have no claim, or right of any nature or any kind whatsoever in respect of open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, park, excepting what has been allotted by an agreement to intending allottee(s) or spaces for public amenities, shopping centre or any other space not allotted to him/ her/them, which shall all remain the property of the Company for all times unless the Company decides to dispose them off, but subject to right of the intending Allottee(s) a mentioned hereinafter.
- 6. As per the layout plan it is envisaged that the Apartments on all floor shall be sold as an independent Apartments with impart able and undivided share in the land underneath. The intending Allottee(s) shall not be permitted to construct anything on the terrace. However, the Company shall have the right to develop and built the area on the terrace in case of any change in the F. A. R. and carry out construction of further Apartment in the eventuality of such change in the F. A. R. The intending Allottee(s) hereby agrees the right of the Company to use the staircase and other facilities for the construction of the additional independent units. The intending Allottee(s) shall have no right to object to the same.
- 7. The intending Allottee(s) has/have agreed that the aforesaid lease consideration is for the total area of the said apartment, as mentioned herein above, property known as "Super Area", which comprises the covered areas, areas under walls, full area of galleries and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under staircase, lifts, entrances and the exits of the building, water supply arrangements and installation such as power, light sewerage etc. and including all rights attached to the said apartment. However, it is admitted, acknowledged and so recoded by and between the parties that all other rights excepting what have been mentioned above including easement rights and to carry out further construction in case of any change in the F.A.R. density. Club, open space, lobbies, staircase, lift, terraces, roofs, spaces for commercial, park, parking (excepting what has been allotted to the intending Allottee(s) by this Agreement) or toilets, space for public amenities, shopping centres and other facilities will be the sole ownership of the Company, who will have the authority to change membership for such facilities and dispose off the other assets, whatever stated above.

8.	The intending Allottee(s) has/have selected the aforesaid Payment PLAN:				
	Down Payment Plan				
a)	Installments due towards payment of the Apartment will be made to the Company on or before the due date as mentioned in the payment plan herein above. The intending Allottee(s) has/ have agreed that the Company is under no obligation to send demands/reminders for payments. If payment is not received within the aforesaid stipulated period as				

per the Payment Plan, or in the event of breach of any of the term and condition of this allotment by the intending Allottee(s). The company shall have the right to cancel the allotment and forfeit the entire amount of Earnest Money/Registration Amount (10%) and the balance amount if any will be refunded without any interest and the intending

Allottee(s) shall be left no right or lieu of the said apartment.

- b) If for any reason the booking of the Apartment is canceled by the intending Allottee(s), then the entire Amount of Earnest Money/Registration Amount (10%) of the apartment would be forfeited and balance amount will be refunded without any interest.
- c) In exceptional circumstances, the company may, in its sole discretion condone the delay in payment, by charging interest @ 24% per annum from the date of delayed payments/outstanding. In the event of the Company waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter intending Allottee(s).
- 9. In case the intending allottee(s) wants to avail of the loan facility from his employer or any Financial Institution or any Bank to facilitate the purchase of the unit applied for, the company shall facilitate the process subject to the following:
- (a) The terms of the financing agency shall exclusively be binding and applicable upon the intending allottee(s) only.
- (b) The responsibility of the getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the intending allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule, shall be ensured by the intending allottee(s), failing which, the intending allottee(s) shall be governed by the provisions contained in clause 8 as above.
- 10. That after the execution of allotment letter the intending allottee(s) shall be treated/referred as allottee(s).
- 11. That the intending allottee(s) shall after possession comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/Water Commission/any other rules and regulations laid down by State of U.P. or any other competent authority.
- 12. The intending Allottee(s) has/ have agreed that for the purpose of calculating the sale price in respect of the said Apartment the super area shall be the covered area, inclusive of the area under the periphery walls, area under columns and walls, cupboards, plumbing shafts adjoining the said Apartment and balconies plus proportionate share of the service area to be utilized for common use and facilities only. The built up area shall be measured from the outer edge of the wall if it is not common and from the center of the walls if it is common.
- 13. The intending Allottee(s) shall not be entitled to get the name(s) of his/her nominee(s) substituted in his/her place. The company may, however, in its sole discretion, permit such substitution on such terms and conditions including payment of such administrative charges as it may deem fit. Any change in the name of the intending Allottee(s) as registered/ recorded with the Company (including addition/ deletion), amongst family members (husband, wife and own children and real brother/sister) will be attracting administrative charges. Administrative charges as prescribed by the Company for time to time will be paid by the intending Allottee(s) before such change.
- 14. The construction of the Apartment is likely to be completed within 36 months of signing hereof, subject to force major circumstances beyond the control of Developer, regular and timely payment by the intending Allottee(s), availability of building material, change of Laws by Governmental/Local Authorities etc. No claim by way of damage, compensation shall lie against the Company in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Company.
- 15. In case the Company is unable to construct the Apartments within aforesaid stipulated time or within further extended period of six months from the aforesaid stipulated time whichever is later subject to aforesaid reason, the Company will compensate the intending Allottee(s) for delayed period @Rs. 5/- per Sq. ft per month, provided the intending Allottee(s) has/ have paid all the installments on time. On the other hand if the intending Allottee(s) fails to take the possession of the Apartment within one month from the date of asking him/ her /them to take the possession, intending Allottee(s) shall pay @Rs.5/-sq. ft. per month to the company for the period the intending Allottee(s) delays in taking possession.
- 16. It is hereby agreed between the parties that if there is either reduction or increase in the covered area of said Apartment or its location, no claim, monetary or otherwise will be raised or accepted except that the agree rate per sq. ft and other charges will be applicable for the changed area i.e. at the same rate, at which the apartments was booked and as a consequence of such reduction or increase in the super area, the Company shall be liable to adjust or refund without interest only the extra price or shall be entitle to recover the additional price and other proportionate charges without interest, as the case may be.
- 17. Any request for any change in construction any type in the apartment from the intending Allottee(s) will not be entertained/allowed.

- 18. It is hereby agreed, understood and declared by and between the parties that the sub lease Deed/ Registry shall be executed and registered in favour of the intending Allottee(s) after the apartment has been fully and finally constructed at the site and after receipt of the total sale consideration and other charges, agreed herein, by the Company and other connected expenses i.e. cost of Stamp Duty for registration of the sub lease deed/ registry, registration charges/ fee miscellaneous expenses and Advocate legal fee/ charges, which shall borne and paid by the intending Allottee(s).
- 19. The maintenance, upkeep, repairs, security etc, of the Building including the common area of the building will be organized by the Company or its nominee. The intending Allottee(s) agree(s) and consents to the said arrangements. The intending Allottee(s) shall pay maintenance charges, which will be fixed by the Company or its nominee from time to time depending upon the maintenance cost. Any delay in payments will make the intending Allottee(s) liable for interest @18% per annum. Non- payment of any of the charges within the time specified shall also dis-entitle the intending Allottee(s) to the enjoyment of common services, use of lifts and use of water etc. The intending Allottee(s) consents to this arrangement whether the building is transferred to other body corporate and shall continue till such time as the Company terminates the arrangement.
- 20. The intending Allottee(s) has/ have to sign a "Maintenance Agreement" with the Company or its Nominee as appointed by the company at the time of possession of the Apartment. The intending Allottee(s) has/ have also agreed to pay the maintenance charges of the said apartment to the Company or its nominee, as appointed by the Company. The intending allottee(s) will deposit @ Rs. 25/- per sq. ft. as Interest free Non-Refundable Maintenance Security Deposit with the company or its nominee, as appointed by the company.
- 21. That the 75% of the interest Free Maintenance Security Deposit given by the intending allottee(s) to the Builder or nominee of the Builder is refundable to the intending Allottee(s) Resident Welfare Association (RWA) at the time of termination of the "maintenance Agreement" or transfer of maintenance to the RWA of the Complex at the time of handing over of maintenance of the Project/complex the charge over the following will be handed over to the RWA:
- (a) All existing lifts, corridors, passages, parks underground & overhead water tanks, fire fighting equipment with motors and motor room.
- (b) Security gates with intercom, lift rooms at terrace without terrace right.
 - **Note**: Open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, parking spaces [excepting what has been allotted by an agreement to intending Allottee(s)] or tot-lots, space for public amenities, shopping centre's or any other space will remain the property of the Builder.
- 22. That Builder shall get single point electric connection for the complex from the Paschimanchal Vidyut Vitran Nigam Limited or any other concerned Authority and will be distributed through separate meters to the intending Allottee(s) through prepaid system. The intending Allottee(s) will get the electric connection for the capacity, as opted by him/her/them at the time of booking (minimum 5 KVA @ Rs. 5,000/- per KVA.
- 23. That the Carbon Credit Benefit arisen, if any, in the Group Housing Project can be redeemed by the Builder.
- 24. That the intending allottee(s) can also avail additional power back-up facility (over and above 1 kva allowed free) and notify his/her/their requirement at the time of booking in Application Form. He/she/they will pay @ Rs. 20,000/-per KVA at the time of offer for possession for power back up installation charges. The intending allottee(s) may kindly ensure to have given consent in writing at the time of application as no request for power back up shall be entertained later on. The per unit charge for the power back up (i.e. running cost of the DG set) shall, however, be decided at the time of offer for possession.
- 25. The intending Allottee(s) agreed that the cost of External Development Charges, if any, imposed by the local authorities/bodies shall be borne prorata by each Allottee, which shall be in addition to the Basic Sale Price.
- 26. The intending Allottee(s) agree(s) to pay on demand taxes of any kind whatsoever, whether levied now or in future on land and/or Apartment(s) as the case may be, from the date of allotment of the apartment and so long as each Apartment is not separately assessed or such taxes for the land and/or building(s) /towers(s), same shall be payable and be paid by the intending Allottee(s) in proportion to the area of his/her/ their apartment(s). Such apportionment shall be made by the Company or any other agency as appointed by the Company, as the case may be, and the same shall be conclusive, final and binding upon the intending Allottee(s).

- 27. The intending Allottee(s) shall permit the Company or their representatives when so required to enter his/ her / their Apartment for the purpose of performing installation, alterations, or repairs to the mechanical or electrical services, and that such entry is at a time convenient to the Company/ intending Allottee(s). In case of an emergency, such right of entry shall be immediate.
- 28. The intending Allottee(s) shall not change, alter or make additions in or to the apartment or the building/tower or any part thereof. The intending Allottee(s) also agree not to put up any name or sign board, neon light, publicity or advertisement material, hangings of cloths on the external façade of the building/tower or anywhere on the exterior of the building or in the common areas. The intending Allottee(s) also agree not to change the colour scheme of the outer walls or painting of the exterior side of the doors and the windows etc. or carry out any change in the exterior elevations or designs of the apartments. The intending Allottee(s) shall be responsible for any loss or damage arising out of breach of any of these conditions.
- 29. It is hereby agreed, understood and declared by and between the parties that the Company may take construction Finance/Demand/Loan for the construction of any Block/ Tower /Building in the said Project or part thereof from the Banks /Financial Institutions after mortgaging the land/ Apartments of the said Project however, the Sub lease deed in respect of the said apartments in favour of intending Allottee(s) will be executed and registered free from all encumbrances at the time of registration of the same.
- 30. 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 will have no right to object to the Company constructing or continuing with construction of the other buildings adjoining to or otherwise in the building/Project.
- 31. The Intending Allottee(s), if residing outside India shall be solely responsible to comply with the necessary formalities as laid down in the "Foreign Exchange management Act 1999" and other applicable laws including that of remittance of payments and for acquisition of the immovable property in India. The intending Allottee(s) shall furnishing the required declaration for the same to the Company.
- 32. The Company reserves the right to give on lease or hire any part of the top roof/ terrace above the top floor for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire lease the same for advertisement purpose and the intending Allottee(s) agree that he/ she/ they shall not object to the same and not make any claim on this account.
- 33. The Company shall have the right, without approval of the intending Allottee(s) in the building/tower, to make any alteration, addition, improvement or repairs', whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold apartment(s) with in the building and the intending Allottee(s) agree(s) not to raised objection or make any claim on this account.
- 34. The Intending Allottee(s) Shall abide by all laws, rules and regulations of the Greater Noida Industrial Development Authority/Local Bodies/State Government of U.P./Central Government and of the proposed Body corporate, and shall be responsible for all deviations, violations or breach of any of the condition of law/bye laws or rules and regulations before and after the completion of the Project. The apartment shall be used for the purpose for which it is allotted.
- 35. The company reserves the right to correct, modify, amend, change all the annexure attached hereto which are indicated to be tentative and intending Allottee(s) agree(s) the same.
- 36. Car parking is available on request on payment basis and it shall be allotted to the intending Allottee(s) of Apartment as per type opted by him/her/them in the application form on "first come first Serve" basis. Scooter/Two Wheelers/Cycle will be parked within the same parking space allotted to the intending Allottee(s). A separate agreement for the allotment of the car parking will be executed between company or its nominees and the intending allottee(s). Purchase of one car parking per Apartment is mandatory.
- 37. Further, if there is any Service tax, Trade Tax and additional levies, Rates, Taxes, Charges, compensation to the farmers, Government Cess and Fees etc. as assessed unpaid and attributable to the company as a consequence of order from the Government/GNIDA/Statutory or other local authority(s) shall pay the same. Also, the intending allottee(s), will be liable to pay his/her/their proportionate share.

- 38. Until a sub Lease deed is executed and registered, the company shall continue to be the owner of the said Apartment and also the construction thereon and this Allotment shall not give to the intending Allottee(s) any rights or title or interest therein even though all payment have been received by the company. The company/Financial Institution/Bank shall have the first lien and charge on the said Apartment (including on any income/rent there from) for all its dues and other sums as are and/or that may hereafter become due and payable by the intending Allottee(s) to the Company/Financial Institution/Bank.
- 39. The Intending Allottee(s) shall give his/her/their complete address to the company at the time of booking for all communications and it shall be his/her/their own responsibility to inform the company by registered A/D letter/courier about all subsequent changes, if any, in his/her/their address, failing which, all demand letters/notices and letters posted at the first registered address will be deemed to have been received by his/her/their at the time when those should primarily reach such address and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
- 40. That in case there are joint intending Allottee(s), all communications shall be sent by the company to the intending Allottee(s) whose name appears first and at the address given by him/her/their, which shall for all purpose be considered as serviced on all the intending Allottee(s) and no separate communication shall be necessary to the other named intending Allottee(s). Intending Allottee(s) has/have agreed to this. This Application Form and its all terms and conditions does not constitute an Agreement to sell.
- 41. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said Apartment, the same shall be referred to the sole arbitration of the person to be appointed by the Company, the intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The Arbitration proceeding shall always be held in Delhi Courts (India). The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The Delhi Court alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment. The company has its registered office situated in Delhi.

I/We fully read and understood the terms & conditions mentioned herein above and agree to abide by the same.

Signature of the Intending Allottee(s)