

# APPLICATION FORM OF SURYODAYA TOWERS

Dated: .....

**M/s BULLAND REALTORS PVT. LTD.**  
A-2, Bulland House, Khanpur Extension,  
New Delhi – 110080.

PHOTOGRAPH  
OF  
SOLE/FIRST  
APPLICANT

PHOTOGRAPH  
OF  
SECOND  
APPLICANT

Dear Sir,

I/We hereby wish to register for provisional allotment of a apartment/flat in your Project named as "Bulland Calisto" to be developed and constructed by M/s BULLAND REALTORS PVT. LTD. (hereinafter referred to as the "Company") at Plot No. GH-02B-1, Sector – 10, Greater Noida West (Uttar Pradesh).

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 Flat 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 Rs. \_\_\_\_\_ (Rupees) \_\_\_\_\_  
\_\_\_\_\_ ) vide Bank Draft/Cheque No. \_\_\_\_\_ Dated \_\_\_\_\_

Drawn on \_\_\_\_\_ in favour of "Bulland Realtors Pvt. Ltd." as booking amount.

I/We further agree to pay the installments & additional charges as per the payment Plan (opted by me/us) as shown in the price list and / or as stipulated/ demanded by the company, failing which Registration will be cancelled and the earnest money shall be forfeited by the company. My/Our particulars are given below:

## 1. SOLE / FIRST APPLICANT:

Mr./Mrs./Ms..... Son/Wife/Daughter of Mr. ....

Date of Birth..... Profession..... Designation..... Nationality.....

Residential Status: Resident  Non-Resident  Foreign National of India Origin

Residential Address.....

Office Name & Address.....

Tel. Res..... Off..... Mobile..... E-mail ID.....

Marital Status..... No. of Children(s).....

Income Tax Permanent Account No./ Ward No.....

## 2. Second Applicant:

Mr./Mrs./Ms..... Son/Wife/Daughter of Mr. ....

Date of Birth..... Profession..... Designation..... Nationality.....

Residential Status: Resident  Non-Resident  Foreign National of India Origin

Residential Address.....

Office Name & Address.....

Tel. Res..... Off..... Mobile..... E-mail ID.....

Marital Status..... No. of Children(s).....

Income Tax Permanent Account No./ Ward No.....

Relation with First Applicant.....

**3. M/s.....**

a partnership firm duly registered under the Indian Partnership Act 1932, through its partner authorized by along with firm resolution

Shri/Smt.....

(Copy of the resolution signed by all Partners required). PAN/TIN:..... Registration No.....

OR

**4. M/s.....**

a company registered under the companies Act, 1956/2013, having its corporate identification no.....

and having its registered office at..... through its duly

authorized signatory Shri/Smt..... authorized

by Board Resolution dated..... (copy of Board Resolution along with a certified

copy of Memorandum & Articles of Association required). PAN:.....

**5. Details of apartment/flat:**

(I) Type..... (ii) Tower..... (iii) Apartment No..... (iv) Floor.....

(v) Super Area..... Sq. Ft. approx (..... Sq. mtr.) approx. (vi) Terrace Area..... Sq. Ft.

**6. Details of Pricing:**

**\*1 SQ.MTR = 10.764 SQ.FT.**

PARTICULARS	DETAILS	AMOUNT IN INR
A. Basic Sale Price (BSP)	@Rs.....Per Sq. Ft.	
B. Preferential Location Charges		
(i) PLC Floor Wise	@Rs.....Per Sq. Ft.	
(ii) Location PLC	.....@Rs.....Per Sq. Ft.	
C. Car Parking	Open <input type="checkbox"/> Lower Basement <input type="checkbox"/>	
	Podium (Upper Basement) <input type="checkbox"/> Back to Back <input type="checkbox"/>	
D. Additional Charges		
(i) Club Membership	@Rs.....	
(ii) One Time Lease Rent	@Rs.....Per Sq. Ft.	
(iii) Fire Fighting Charges	@Rs.....Per Sq.Ft.	
(iv) Power Backup Charges	@Rs.....Per KVA	
(v) External Electrical Charges	@Rs.....Per Sq.Ft.	
(vii) IFMS	@Rs.....Per Sq.Ft.	
(viii) Other (if any)	@Rs.....	
<b>TOTAL (A+B+C+D)</b>		

\*Monthly Maintenance Charges Payable Extra

7. I/We require electrical connection of ..... KVA (minimum 5 KVA). I/We am/are ready to pay the charges @ Rs...../- Per KVA (Total Amount Rs.....) at the time of offer of possession.
8. I/We require power back-up of ..... KVA (minimum 1 KVA). I/We am/are ready to pay power back-up installation charges @ Rs...../- Per KVA (Total Amount Rs.....) at the time of offer of possession and ready to pay the per unit charges of the Power back-up (i.e. running of DG set) to be decided at the time of offer of possession.

<b>Payment Plan Option</b>	<b>Down Payment Plan</b> <input type="checkbox"/>	<b>Flexi Plan</b> <input type="checkbox"/>	<b>Construction Linked Payment Plan</b> <input type="checkbox"/>
	<b>Any Other Payment Plan</b> <input type="checkbox"/>		
<b>Mode of Booking</b>	<b>Direct</b> <input type="checkbox"/>	<b>Dealer</b> <input type="checkbox"/>	
<b>If through Dealer</b>			
	<b>Name</b>		<b>Signature with stamp</b>

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 there from. Any allotment against this application is subject to the terms and conditions attached to 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 heir(s), successor(s) and nominees(s), 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 be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/us. It is also clear to me/us that this application form is not an allotment letter and does not constitute any right in the said apartment/flat. I/We shall be considered as intending allottee(s) only.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Applicant(s)

Signature of the Applicant(s)

**Note:**

- (i) All Cheques / Drafts to be made in favour of "Bulland Realtors Pvt. Ltd." Payable at New Delhi only.
- (ii) In case, the cheque comprising booking amount is dishonored due to any reason, the company reserves the right to cancel the booking without giving any notice to the applicant(s).
- (iii) Persons signing the Application from on behalf of other person/Firm/company shall file proper authorization/power of Attorney/Resolution.
- (iv) The applicant(s) have clearly understood that this application does not constitute an Agreement to Sell and the applicant(s) do not become entitled to the provisional and/or final allotment of apartment/flat notwithstanding the fact that the company has issued a receipt in acknowledgement of the money tendered with this application. It is only after signing and execution of the Allotment Letter on the company's standard format agreeing to abide by the terms and conditions lay down therein, that allotment shall become final and binding.

**FOR OFFICIAL USE ONLY**

1) Type of Bank account of Applicants if NRI/POI(NER/NRO/Foreign Nationals) \_\_\_\_\_

2) Check List:-

- a) Booking Amount: Local Check / Drafts
- b) PAN Copy of PAN Card / Form 60 enclosed
- c) Memorandum of Association Articles of Association (For Booking in the Name of Companies)
- d) Photocopy of Firm Registration and Partnership Deed For Partnership Firms
- e) Copy of Passport and Account details: (For NRI and POIs to make payment Through NER/NRO/Foreign Currency Account only)
- f) Photographs and signatures of intending allottee(s):

Remarks, if any.....

Booked by..... Checked by..... Approved by.....

For all intents and purposes and for the purpose of terms and conditions set out in this Application Form, singular includes plural and masculine includes feminine gender.

**Interpretation of some indicative terms**

**Applicant/Intending Allottee (s) :-** Means persons (s), applying for allotment of the said apartment/flat, whose particulars are set out in the booking application form and who has appended his/her signature in acknowledgment of having agreed to the terms & conditions of the booking application form.

**Application (Booking Application) :-** A request for allotment of apartment/flat made by the Person(s)/Firm/Company on a standard format namely booking application form of company. In case of more than one applicant, the other will be considered as co-applicant. Prior to executing the allotment letter, they will be considered as Intending Allottee(s).

**Allotment Letter: -** Confirmation of booking of apartment/flat by the Company and an Agreement over a standard prescribed format of Company which is duly executed between the Company and Allottee(s).

**Allottee(s) :-** Those who have executed the allotment letter over a standard format of Company thereafter a particular apartment/flat has been reserved for that particular allottee(s) and has agreed to abide by all the terms and conditions till the time and indenture of conveyance is executed. In case of more than one applicant, the other will be considered as co-allottee(s) and allottee and the co-allottee(s) will have the equal share in the apartment/flat.

**Apartment/Flat: -** The residential unit in the Group Housing Project which is identified by a number, that number is also identifying the floor of that unit/space. "Said Apartment/Flat" shall mean the specific apartment/flat applied for by the Applicant in the Said Group Housing Project, details of which has been set out in the Application.

**Area:-**

- a. **Area of land: -** Total Area of land over which the Group Housing project is going to be constructed.
- b. **Leasable Area/ Super Built-up Area: -** The constructed areas of the apartment/flat comprising of the covered areas, areas under walls, full area of galleries/passages and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under staircase, lifts, lift rooms, entrances and the exits of the building, club, open space, common toilets, public amenities and other constructed areas of common use water supply arrangements and installation such as power, light, sewerage etc.
- c. **Covered Area: -** Means and includes the external walls, balconies, verandah and exclusive open terrace area, where applicable and Carpet Area forming a part of the apartment/ flat.
- d. **Carpet Area: -** Means the net usable floor area of an apartment/flat, excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls and column's of the apartment/flats.
- e. **Common Area and Facilities :-** Means all facilities to be used by all apartments/flats owners, such as corridors, staircases and mummies, all service shafts, fire escapes, all underground and overhead tanks, electricity distribution system, control panels, installation area of transformer and DG set, water supply system, fire fighting system, sewerage systems, common toilets, parks, rain water harvesting systems etc.
- f. **Independent Area: -** The Areas which are not included as common areas for joint use of apartments/flats and may be sold by the company/promoter without the interference of other apartment/flat owners.
- g. **Limited Common Area and Facilities: -** Those areas which are reserved for use of certain apartments/flats to the exclusion of the other apartments/flats.
- h. **Basic Price of Apartment/Flat: -** The consideration amount for sub lease of apartment/flat exclusive of other charges which are mentioned in the Booking Application Form and the Allotment Letter/Flat Buyer Agreement.
- i. **Non Tower Area: -** Means not less than 70% area of the project, where residential towers shall not be constructed.

**Company:-** That is M/S BULLAND REALTORS PRIVATE LIMITED, a company registered under The Companies Act, 1956/2013 having its Registered Office at A-2, Bulland House, Khanpur Extension, New Delhi - 110080.

**Project: -** The entire Bulland Calisto project situated at Plot No. GH -02B-1, Sector- 10, Greater Noida West, Uttar Pradesh, having apartments/flats of different types and dimensions in various blocks, space for commercial and recreational facilities, club, party hall, basement, swimming pool, parking spaces, parks and spaces for public amenities etc.

**Suryodaya Tower -** Shall means Towers C & D being constructed under phase 1, Tower A & B being constructed under phase 2 and Tower E being constructed under phase 3 forming a part of the project in the name and style of Bulland Calisto situated at Plot No. GH-02B-1, Sector – 10, Greater Noida West, Uttar Pradesh.

**Force Majeure Clause:-** Means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under the Allotment, which shall include but not be limited to:

- (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
- (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- (c) Strikes or lock outs, industrial dispute.
- (d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to interruption of supply at National/ State level.
- (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
- (f) The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in the Allotment; or
- (g) Any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Project/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever.

**Layout and Plans :-** The Architectural Drawings of project comprising of whole planning of constructions, open areas and drawings of particular Block, floor and a particular apartment/flat.

**Payment Plans: -** These are the mode of payment towards the captioned booking of apartment/flat having mode, intervals and the time frame for the payments which is also prescribed in the price list.

**Maintenance Charges:-** Means the charges to be paid by the allottee(s)/owner for the maintenance and upkeep of the Said Project/Said Building as per the payment plan to the Company or to the Maintenance Agency @ prescribed rates on the super built-up area of the Said apartments/flats, payable on monthly basis.

**Maintenance Agency: -** Means an independent agency which shall be duly hired/appointed by the company for the purposes of maintenance.

**Group Housing Project:-** Means Bulland Calisto, Situated at Plot No. GH-02B-1, Sector - 10, Greater Noida West, Uttar Pradesh.

**"Taxes"** shall mean any and all prevailing taxes payable by the Company or the taxes going to be attributed in future, by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/fund, service tax, cess, educational cess, G.S.T. or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said apartment/flat/Project.

**NOW THEREFORE THIS APPLICATION FORM WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, UNDERSTOOD & DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. WHEREAS Leasehold land for the aforesaid Group Housing Project i.e. GH -02B-1, Sector -10, Greater Noida West, Uttar Pradesh measuring 19000 sq. meters (hereinafter called as plot) has been purchased by the Company i.e. M/s Bulland Realtors Private Limited from M/s Eco Green Buildtech Private Limited, a company registered under the Companies Act, 1956/2013 having its Registered Office at 38, C- Block, DDA Market, Surajmal Vihar, Delhi – 110092. The plot which forms a part of a larger parcel of land which was allotted to M/s Eco Green Buildtech Private Limited 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 -04/2010 for development of Group Housing Project vide Lease Deed, Which was duly registered vide Document No. 1 in Volume No. 16268 at Page No. 119-146 on Serial No. 20800 on 01/07/2014 in the office of Sub Registrar, Gautam Budh Nagar, Uttar Pradesh.
2. That as per the Norms of GNIDA, the land will be used as per terms and conditions of allotment of Group Housing Project/ lease deed i.e. commercial, residential, Open Space, Parks, Play Grounds, Roads, Public Parking Purposes etc. and the whole Project will be developed in phases. All the terms and conditions of the lease deed of the above Project/Plot executed in favour of the company shall be applicable to the intending allottee(s).
3. That the said apartments/flats is/are to be constructed on Lease hold land located at GH -02B-1, Sector – 10, Greater Noida West, Uttar Pradesh and developing by M/s Bulland Realtors Pvt. Ltd. hereinafter referred to as the Company under the project name and style of **"Bulland Calisto"**.
4. That the applicant(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/flats in the said Group Housing Project and also has right to allot/sell apartments/flats of different sizes and dimensions in the said Group Housing Project **"Bulland Calisto"**. The Show flat constructed at the site (if any) is not in accordance with the structural drawings of the building hence as it does not have the beams & columns, so the actual construction shall not be compared with the show flat, also that the fitting fixture, finishing and other items of said show flat shall not be compared with the actual construction. The specifications of actual construction are duly specified in the brochure and also forming the part of this booking application.
5. Saving and excepting the particular apartments/flats 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) as mentioned hereinafter.
6. That the apartments/flats on all floor shall be sold as an independent apartments/flats with impartial and undivided share in the land underneath. The undivided share in the land shall be calculated on pro-rata basis of the super built up area of the apartment/flat. The undivided share in the land will have the land area of the project in which the apartment/flat has been situated and the land area of the common use in the Group Housing Project. The applicant(s) shall not be permitted to construct anything on the terrace and the number of floors mentioned in the brochure & layout plan is tentative and subject to revision. 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 apartments/flats in the eventuality of such change in the F. A. R. The applicant(s) hereby agrees the right of the Company to use the staircase and other facilities for the construction of the additional independent apartment /flats/units. The applicant(s) shall have no right to object to the same.
7. That the applicant(s) is/are aware of and has/ have knowledge that the proposed layout plans, building plans, designs, specifications of apartments/flats are provisional and tentative and agreed that the Company may make such changes, modifications, alterations and additions therein may be deemed necessary or may be required to be done by the Company (subject to the condition that the layout of the flat is not disturbed and 70% area of the project remains as non tower area) or Greater Noida Industrial Development Authority or any other Local Authority or body having jurisdiction and the applicant(s) hereby give his/her/their consent to such variations, modifications etc.
8. The applicant(s) has/have agreed that the aforesaid consideration is for the total area of the said apartment/flat, as mentioned herein above property known as "Leasable Area/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/flat. 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. space for commercial, club, open space, park, parking (excepting what has been allotted to the applicant(s)) or toilets, public amenities, 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.
9. (a) That the installments due towards payment of the apartment/flat will be made to the Company on or before the due date as mentioned in the payment plan herein above. The applicant(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 application by the applicant(s). The company shall have the right to cancel the allotment and forfeit the entire amount of Earnest Money/Registration Amount (10% of the Basic Price) and the applicant(s) shall be left no right or lieu of the said Apartment/Flat and the balance amount will be refunded without any interest within 90 days of such cancellation.  
  
(b) If for any reason the booking of the apartment/flat is cancelled by the applicant(s), then the entire Amount of Earnest Money/Registration Amount (i.e. 10% of the Basic Price) of the apartment/flat would be forfeited and balance amount will be refunded without any interest within 90 days of such cancellation.  
  
(c) Installment Call Notice/Demand letter if issued by the Company to the effect that installment has become due as stated above shall be final and binding. It is made clear that timely payment is the essence of this booking. The payment of due installment first of all shall be adjusted towards the interest due. Thereafter the remaining amount shall be adjusted in the principal amount dues.

(d) In exceptional circumstances, the company may, in its sole discretion condone the delay in payment, by charging interest @ 12% per annum for delayed payments/out standings with respect to the apartment/ flat. 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 applicant(s). In the eventuality of a prolonged delay where the cancellation could not be made by an omission or any other reason, in exceptional circumstances the company may in its sole discretions condone the delay in receipts of payment by enhancing the cost of the apartment/flat as per the prevailing rates or charging interest @ 12% per annum whichever is higher.

**Note: In case reissuance of allotment letter is required/requested by the allottee(s) for any reason, the company has sole rights to reissue it or reject the application of reissuance. In case if it is reissued, it shall attract a fee of Rs. 10000/- as administrative charges which shall be payable by the allottee(s).**

- 10 That If for any reason, outside the control of the company, whole or part of scheme is abandoned, No claim will be preferred and the applicant will not demand the refund of any amount. Depending upon the then situation, decision will be taken by the company in its sole discretion, either to transfer the applicant in some other project of the company or of any other company or the amount received from the applicant(s) will be refunded in full without interest. The applicant will not object to any of the decision taken by the company which will be in the larger interest of the applicant.
- 11 That in case the applicant(s) wants to avail 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 applicant(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 applicant(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 applicant(s), failing which, the applicant(s) shall be governed by the provisions contained in clause 9 as above.
12. The Applicant(s) has/have agreed that for the purpose of calculating the sale price in respect of the said apartment/flat the leasable area/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/flat 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. (a) That the applicant(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 applicant(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 applicant(s) before such change.
  - (b) The request letter for change of the right of the applicant(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/ certificate from the concerned bankers or Financial Institutions. In case payment against the said apartment/flat was made by the applicant(s) by raising funds/ loans against the said apartment/flat as security from bankers or financial Institution.
  - (c) That the applicant & co-applicant (if any) will have equal share in the apartment/flat and in case of death of any of them the booking will continue only after providing a death certificate, certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a divorce case or where a dispute arises between the applicants booking will continue only after providing consent in writing by both of them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged. The dispute whatsoever stated above shall not give any effect to that. In all the above said circumstance there will be a time limit of maximum up to two months; there after the company can cancel the said booking/allotment and the applicant(s)/ allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancellation there will be a deduction of 10 % of the basic cost of the apartment/flat. For the refund in above said cases, consent of both applicant(s)/allottee(s) shall be necessary otherwise the amount shall be refunded in equal share between all the applicant(s)/allottee(s).
    - (d) The prevailing administrative charges in such case are @ 100/- Sq. Ft. and subject to change without any notice to the Allottee (s).
    - (e) The substitution/ change of name in place of the applicant(s)/allottee(s) will be done as per the applicable law.
14. The applicant(s) has fully satisfied himself/herself, about the nature of rights, title, interest of the company in the said group housing project, which is to be developed/constructed by the company as per the prevailing byelaws/Guidelines of Greater Noida Industrial Development Authority (GNIDA) and/or any other Authority and has further understood all limitations and obligations in respect thereof. The applicant further agree(s) to abide by the terms and conditions of all the Permissions, Sanctions, directions etc. issued by GNIDA and/or other Authorities in this regard to the Company.
15. That the applicant(s) consents that as per the norms of the GNIDA, 5% F.A.R. is additionally permissible towards Green rating for integrated habitat assessment. Furthermore 10% of the total F.A.R. is compoundable (if any); accordingly the nos. of apartments/flats may be increased. Also that in the eventuality of change in F.A.R. the company shall have the right to explore the terrace to achieve the enhanced F.A.R. That the company can make any type of change in layout/elevation/design/alteration in open spaces area, green area or parking spaces etc. (subject to the condition that not less than 70% area of the project will remain non tower area and the layout plan of the Apartment/ Flat is not disturbed) as and when required and deemed fit by the company and by signing this application form and terms & conditions it shall be presumed all time consent of the applicant(s).
16. That the Carbon Credit Benefit arisen, if any, in the Group Housing Project can be redeemed by the Company.
17. The construction of the apartment/flat will be completed in Phases i.e. Phase 1 comprising of Towers C & D are likely to be completed by March 2021. Phase 2 comprising of Towers A & B are likely to be completed by June 2022 & Phase 3 comprising of Tower E is likely to be completed by December 2022. subject to force majeure Events i.e. Circumstances beyond the control of the company, regular and timely payment by the applicant(s), change of Laws by Governmental/Local authorities or any court order 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 any force majeure Event(s) etc.

18. In case, the unit is completed before the scheduled date of completion, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in the payment plan and in that case the applicant(s) shall not refuse for taking the possession on any ground whatsoever, The date given in the application form/allotment letter is an assessment only and construction could be completed earlier to that.
19. Since it is a large project having number of buildings the construction will be completed in phases. The scheduled period for completion of the first phase of the project comprising of Towers C & D are likely to be completed by March 2021. Phase 2 comprising of Towers A & B are likely to be completed by June 2022 & Phase 3 comprising of Tower E is likely to be completed by December 2022. All the major common facilities in the project like club, parks etc will be completed only after completion of construction of all the phases but no later than one year from the Offer of Possession of phase one as mentioned herein below. As such the applicant(s) must take the physical possession of his/her/their apartment/flat as soon it is made available & offered to the applicant(s) for possession and the applicant(s) shall not deny for taking the possession on account of delay in issuance of completion certificate by the authority concerned or ongoing construction or any other reason whatsoever, provided that the company has applied for the completion certificate in conformity with GNIDA rules and applicable laws. It is hereby cleared to the applicant(s) that the completion certificate in part could also be applied for a particular group housing project after completing the construction, depositing the requisite fee and obtaining the NOC's from all the concerned departments. Therefore the gap after applying for completion certificate and issuance of a completion certificate shall not be a reason for denial of taking the possession by the applicant(s).
20. That a written intimation for completion of apartment/flat will be sent to the applicant(s) and a Fit-Out-Period of one quarter will commence from the date of "Offer for Possession". The said "Fit out Period" is in order to facilitate the applicant(s) to complying with the requisite formality viz. obtaining NOC from the accounts department of the company, registration of sub lease deed etc. The final touch like final touch of paint will be done during said Fit out period and after the registration of sub lease deed of the apartment/flat only. After the time of execution of the sub lease deed, the Company shall handover lawful, vacant, peaceful, physical possession of the apartment/ flat to the Allottee (s). After the registration of sub-lease deed, the applicant(s) shall be considered as the owner(s) of the apartment/flat. The final touch will take 20 to 30 days for an individual apartment/flat.
21. The final touch of the apartment/flat shall be given after the registration of sub lease deed and the consent of the applicant(s) shall be presumed that the keys of the apartment/flat were given for the final touch. The applicant(s) have to take over the keys back after completing the job of final touch and on the date which was confirmed to the applicant(s). In case the applicant(s) delays in taking over the keys back after the confirmed date, then company shall not be responsible for doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the applicant(s) even then the keys of the apartment/flat were not been taken back. The fitments/ fixtures shall be of the specifications laid down in Annexure II hereto or of similar specifications and quality.
22. That in case the applicant(s) reaches in last of fit out period where the scope of 20 to 30 days for final touch does not remain left , then the final touch will take the above mentioned time but the monthly maintenance charges shall commence in accordance to the date given in the letter "offer for possession".
23. In case if there is any delay in handing over the possession of apartment/flat within aforesaid stipulated time or within further extended period of six months from the aforesaid stipulated time whichever is later subject to aforesaid reasons which were within the control of the company, the Company will compensate the applicant(s) for delayed period interest on a Quarterly basis @ 12% per annum on the amount paid by the Applicant(s), provided the applicant(s) has/ have paid all the installments on time.
24. On the other hand if the applicant(s) fails to take the possession of the apartment/flat within the date of asking him/ her/them to take the possession, applicant(s) shall pay interest @ 12% per annum to the company for the period the applicant(s) delays in taking possession. That in case applicant(s) fails to take possession of apartment/flat even after delay of three months from the date of intimation of possession, the booking of apartment/flat shall be treated as cancelled without any further notice and no other claim except the amount received shall be refunded without any interest after forfeiting the amount (equivalent to 10% of the Basic Price) of apartment/flat as per the terms and conditions of the company shall be entitled and entertained.
25. That the amenities like Road, Electricity, Sewer and water supply same shall be provided by the GNIDA/Authority Concerned up to the boundary of said project. The company will carry out all the above mentioned amenities within boundary of the said project/residential apartment i.e. internal development of the project/residential apartment. The delay in providing the above said facility on the part of the GNIDA/ Authority/Any other Government Authority Concerned shall not be considered the delay on part of the company.
26. That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the company. In such case, the date of applying the completion certificate shall be presumed as the date of completion, provided that the company has applied for completion certificate in confirmity with the GNIDA rules and applicable laws, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate only.
27. That after taking possession of apartment/flat, the allottee(s) shall have no claim against Company as regards quality of work, material, pending installation, area of apartment/flat or any other ground whatsoever.
28. That any alternation / modification as the company deem fit or as directed by any competent authority(ies) resulting  $\pm 3\%$  change in the covered area of the apartment/flat, there will be no extra charge/ claim by the company. Also the applicant(s) shall not be entitled for any refund. However, additional loading (if any) will be done only on the covered area. Further any major alternation/ modification resulting in more than  $\pm 3\%$  in covered area of the apartment/flat, any time prior to and upon the possession of the apartment/flat, the company will intimate to the applicant(s) in writing about the changes thereof and the change in the enhanced cost of apartment/flat. The applicant(s) have to pay that amount to the company. The applicant(s) have to give his /her /their consent or objection within 30 days from date of such notice. In case the applicant(s) doesn't give consent and objects for such change, the booking shall be cancelled and the company will refund the entire money received from the applicant(s) without any deduction and with interest @ 12 % interest per annum. No other claim of the applicant(s) shall be considered in this regard.

**It shall always be clear that any alteration / modification resulting in more than  $\pm 3\%$  change in the covered area of the apartment/flat, then the demand or refund shall be applicable for the entire covered area e.g., : for a  $\pm 4\%$  change in the said area, the demand or refund shall be applicable for the total  $\pm 4\%$  said area.**

29. That the applicant(s) has/have agreed to pay each installment of the chosen payment plan along with Goods & Service Tax (GST) and other Charges Payable on offer of possession as assessed and attributed by the Government of India.
30. Single point electric connection will be taken for the Project from Paschimanchal Vidyut Vitran Nigam Ltd. or any other source and will be distribute through separate meters to all applicant(s) through prepaid system. Charges for installation of the electric meter and whole distribution system will be charged & decided at the time of possession (minimum 5 KVA) and shall be given by the applicant(s) to the Company at the time of possession of the apartment/flat. The applicant(s) will get the Electric Connection for the capacity, as opted by him/her/them in the application.
31. That the applicant(s) can also avail Power back-up Facility 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 applicant(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 charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession.

**Note: - Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always be final as once opted in the booking application.**

32. The applicant(s) shall have to make the payment in time of all the bills on account of electricity or any other charges etc. as demanded/raised by the company or its nominated agency or by the concern authorities. That the rate for Electricity and Power backup consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the applicant(s) will be decided by the Company. That the supply of electricity will be disconnected after a notice of 15 days in case of non payment of Monthly Maintenance Charges or any other dues payable by the allottee(s)/owner(s), theft of electricity, misuse of electricity.
33. 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 applicant(s) after the apartment/flat 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/ fees, miscellaneous expenses and Advocate legal fee/charges, GST, VAT and any other such statutory levies/charges, as applicable, shall be borne and paid by the applicant(s). The applicant(s) will be responsible & liable for paying under stamp duty, deficiency in stamp duty/penalty/interest as per the Stamp Act. Stamp duty and deficiency of stamp thereon if imposed by the government/competent authority over the allotment letter and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the applicant(s).
34. The applicant(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/flat. The applicant(s) has/have also agreed to pay the monthly maintenance charges (decided at the time of possession) of the said apartment/flat to the Company or its nominee as appointed by the Company. The same shall be charged through the electricity meter. The Maintenance Charges shall be payable with effect from the date of offer of physical possession of the said premises. The Maintenance Charges for the first year shall be payable before taking over physical possession of the said premises. The applicant(s) will deposit @ Rs. 25.00 per sq. ft. on super area as Interest free Non-Refundable Maintenance Security (IFMS) with the company or its nominee, as appointed by the company. The said amount will be utilized for electricity expenses of common area, cleaning, and maintenance of lifts, internal roads, security, and other amenities falling under the common use and for the common areas of the group housing project Bulland Calisto.

**Note: NOC from the Company/Maintenance Agency is required for clearance of dues prior to the sale of apartment/flat by the apartment/flat owner otherwise the subsequent buyer will not be allowed.**

35. 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 applicant(s) agrees and consents to the said arrangements. The applicant(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 applicant(s) liable for interest @18% per annum. Non- payment of any of the charges within the time specified shall also dis-entitle the applicant(s) to the enjoyment of common services, electricity and use of water etc. The applicant(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.
36. That the 75% of the interest Free Maintenance Security Deposit given by the applicant(s) to the Company or nominee of the Company is refundable to the applicant(s) Resident Welfare Association (RWA) at the time of termination of the "maintenance Agreement" or transfer of maintenance to the RWA of the project at the time of handing over of maintenance of the group housing project. The following will be handed over to the RWA:
- All existing corridors, passages, parks, underground & overhead water tanks, fire fighting equipments with motors and motor room, genset & other areas falling under the common area.
  - Security gates with intercom, lift rooms at terrace without terrace right.

**Note:**

- Open spaces, lobbies, staircases, lifts, terraces, roofs, parks, parking spaces (excepting what has been allotted by an agreement to allottee(s)) or tot-lots, space for public amenities or any other space will remain the property of the Company.
  - All the un-sold Spaces and areas which are not falling the part of common area shall continue be the property of the company and all rights are reserved with the company or the said areas.
37. The applicant(s) agree(s) to pay on demand taxes of any kind whatsoever, whether levied now or in future on land and/or apartment/flat as the case may be, from the date of allotment of the apartment/flat and so long as each apartment/flat 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 applicant(s) in proportion to the area of his/her/ their apartment/flat 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 applicant(s).
38. The applicant(s) shall permit the Company or their representatives when so required to enter his/ her / their apartment/flat 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. In case of an emergency, such right of entry shall be immediate.

39. The applicant(s) shall not change, alter or make additions in or to the apartment/flat or the building/towers or any part thereof. That the apartment/flat shall not be used for the commercial purposes. Any type of encroachment, construction, blockage in the entire project including passages, roads, lobbies, roof etc. shall not be allowed to the apartment/flat's owners or associations of apartment/flat's owners. They also shall not be permitted to closing of verandah, lounges, balconies, common corridors, even if particular floor/floors occupied by the same party. Any alteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of apartment/flat, hanging of clothes, signboard, publicity or advertisement material outside the apartment/flat or any where in the common areas and on the external facade shall not be permitted. Any type of change inside the apartment/flat which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC shear wall supporting whole the structure therefore no change is allowed. The applicant(s) shall be responsible for any loss or damage arising out of breach of any of these conditions.
40. It is hereby agreed, understood and declared by and between the parties that the Company may take construction Finance/Loan for the construction of the above said Project or part thereof from the Banks/ Financial Institutions after mortgaging the Land/apartments/flats of the said Project however, the sub lease deed in respect of the said apartment/flat in favour of applicant(s) will be executed and registered free from all encumbrances at the time of registration of the same.
41. The applicant(s) agree(s) and undertake that before or after taking possession of the apartment/flat 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.
42. The applicant(s) hereby undertake (s) to abide by all laws, rules, regulations, notifications, demands etc. of the GNIDA/ Project and also agree to comply with and carry out all the requirements, requisition, demands and repair which are required to be complied with in r e g a r d to rules and regulation or directives of the Development Authority/Municipal Authority/Government or any other competent authority in respect of the apartment/flat and the land on which the building/project is standing, at his/her/their own cost and expenses. applicant(s) shall pay the same to the concerned Authorities directly or shall pay to the Company in their proportionate share on demand by the Company for the above said reason before and after handing over the possession and the applicant(s) shall keep the Company indemnified, secured and harmless against all cost and consequences and all damages, arising on account of non compliance with the said requirements, requisitions & demands etc. after possessions.
43. The applicant(s), if resident 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 applicant(s) shall furnish the required declaration for the same to the Company.
44. 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 applicant(s) agrees that he/ she/ they shall not object to the same and not make any claim on this account.
45. The Company shall have the right, without approval of the applicant(s) in the building/project, to make any alteration, addition, improvement or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold apartments/flats within the building and the applicant(s) agrees not to raised objection or make any claim on this account.
46. That the applicant(s) after possession shall 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 by State of U.P or any other competent authority. That the applicant(s) shall abide by all laws, rules and regulations of the GNIDA/local authority/State Gov./ Govt. of India and of the Maintenance Agency (as and when the Maintenance Agency formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/ bye laws or rules and regulations after handing over the possession of the apartment/flat. The apartment/flat shall be used for the purpose for which it is allotted.
47. The company reserves the right to correct, modify, amend, change all the annexure attached hereto which are indicated to be tentative and applicant(s) agree(s) the same subject to the condition that the layout of the apartment/flat is not disturbed and 70% Area of the Project remains as Non Tower Area.
48. That the cars shall be parked within the same place allotted to the applicant(s)/apartment/flat owner only. No cars/vehicles are allowed inside the project except those who have reserved car parking space. Extra Car Parking is available on request on payment basis and it shall be allotted to the applicant(s) of apartment/flat on "first come first Serve" basis. Scooter/Two Wheelers/Cycle will be parked within the same parking space allotted to the applicant(s). A separate agreement for the allotment of the car parking space will be executed between company or its nominees and the applicant(s). The company also reserved its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the said group housing project to the Maintenance Agency. The Maintenance Agency or owners/allottees/occupiers of the apartments/flats shall not have any right over the un-allotted parking spaces.
49. The applicant(s) agreed that the cost of External Development Charges, if any, imposed by the local authorities/bodies shall be borne prorata by each applicant(s), which shall be in addition to the Basic Sale Price.
50. Further, if there is any Service tax, Trade Tax, V.A.T., G.S. T. and additional levies, Rates, Taxes, Metro Charges, Farmer compensation (save and except an amount levied as farmer compensation pursuant to the court order issued prior to the date of this application form), Government Cess and Fees etc. as assessed unpaid and attributable to the company as a consequence of Court Order/ Government/GNIDA/Statutory or other local authority(ies)order, the applicant(s), shall pay the same in their proportionate share, if any. Whereas there is apprehension in relation to "Mr. K. Raheja" Development Corporation" V/s state of Karnataka Case decided by the honourable Supreme Court and any other order passed in future by the Government/Statutory or other local authority(s) that the company can be treated as contractor of the applicant(s) and liable to collect Trade Tax and Service Tax from the applicant(s) and deposit the same with the appropriate authorities. Till date there is no clarification in the case. In future if the appropriate authorities impose any such tax due to this transaction then the applicant(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the company.
51. In case any action or claim is initiated by any authority to pay the stamp duty and if any stamp duty and other charges etc. is become payable on the Allotment letter and any other document pertaining to the allotment now or in future, the same shall be payable and be paid by the applicant(s) and the Company will not be liable to pay any part thereof.
52. That Until a sub lease deed is executed and registered, the company shall continue to be the owner of the said apartment/flat and also the

construction thereon and the Allotment shall not give to the applicant(s) any rights or title or interest therein even though all payment have been received by the company. It is further clarified that the company is not constructing a apartments/flats as a contractor to the applicant(s). On the other hand, company is constructing the Project as its own as a promoter, the sub lease will be affected after the actual construction/finishing of the apartment/flat and by way of an executed sub lease Deed. The company/Financial Institution/Bank shall have the first lien and charge on the said apartment/flat (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 applicant(s) to the Company/Financial Institution/Bank.

53. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the applicant(s) from the date of possession or deemed date of possession declared by the company, whichever is earlier.
54. The applicant(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 applicant(s) shall be responsible for any default in payment and other consequences that might occur there from.
55. That in case there are joint applicant(s), all communications shall be sent by the company to the applicant 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 applicant(s) and no separate communication shall be necessary to the other named applicant(s). Applicant(s) has/have agreed to this.
56. The contents of each apartment/flat along with the connected structural part of the building shall be insured by the allottee(s) at his/her/their own cost against the fire, earthquake etc. the Company after handing over the possession of a particular apartment/flat shall in no way be responsible for safety, stability etc. of the structure. The allottee(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for the maintenance of building/project.
57. In the event of any dispute whatsoever arising between the parties in any way connected with the booking of the said flat/apartment, the same shall be referred to the sole arbitration of the person to be appointed by the Company, the 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 city of Delhi (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 booking. The company has its registered office situated in Delhi (India).
58. **I/we have fully read and under stood the terms and conditions mentioned herein above and the lease deed executed in favour of the company by the GNIDA. All shall be abide by and binding over me/us. It is clear to me/us that for any change in layout; my/our written consent is required as per the law. I/We hereby give consent to that the company can make any type of change in layout/elevation/design beside alteration in open space etc. Subject to the condition that the layout of the apartment/flat is not disturbed and 70% area of the project remain as Non Tower Area. My/our consent will be presumed as all-time written consent for the same. In the event of any variation, conflict, discrepancy, between terms and conditions of this Application Form and/or any other written or verbal communication, the terms of this Application Form shall prevail.**

First Applicant \_\_\_\_\_

Co-Applicant \_\_\_\_\_



*The world of your dreams*

