



WE BUILD WITH HEART
● Promoters ● Builders ● Developers

Corp. Off: 1st Floor, Block No.-17,
Friends Wasan Plaza, Sanjay Place, Agra – 282002
Tele Ph. 0562-4057045

BULAND RESIDENCY

1. First Applicant

Name S/W/D of

Address PAN

Mobile

2. Second Applicant (if any)

Name S/W/D of

Address PAN

Mobile

Details of Plot/Floor/ Unit Provisional Registration

(i) Unit No. Floor

(ii) Tower/Block. Type

(iii) Carpet Area Sq.Mts. OR Sq.Fts.

(iv) Terrance Area Sq.Mts. OR Sq.Fts.

(a) Basic Consideration Price.....

(b) Maintenance Charges (IFMS)

(c) Parking

(d) G.S.T. as Applicable

GENERAL TERMS & CONDITIONS FOR REGISTRATION OF ALLOTMENT OF RESIDENTIAL PLOT/FLOOR IN "BULAND HOUSING PRIVATE LIMITED- BULAND RESIDENCY" AT BAROLI AHEER, SHAMSABAD ROAD, AGRA, UTTAR PRADESH INDIA

1. THAT is intending Allottee(s) has /have applied for the registration of allotment of an Plot/Floor in "Buland Housing Pvt. Ltd.- BULAND RESIDENCY" to be developed at Baroli Aheer, Shamsabad Road, AGRA, Uttar Pradesh. The intending allottee(s) has full knowledge of laws, notification and rules as applicable to this area and the terms and conditions mentioned in the application form.
2. THAT the intending Allottee(S) has fully satisfied himself / herself about the interest and title of the company BULAND HOUSING PVT. LTD.- BULAND RESIDENCY" at Baroli Aheer, Shamsabad Road, Agra, and understands the limitation and obligations in respect of it. And there will not be any investigation or objections by the intending Allottee(s) in respect of thereof. The intending Allottee(s) agrees not to raise any objection in this regard or to make requisition or call for further clarification.
3. THAT the intending allottee(s) shall pay to the company the entire consideration of the Plot/Floor, as per the payment plan opted by the intending allottee(s) and annexed hereto. THAT the intending Allottee(s) shall pay the basic price and other charges on the basis of "Carpet Area including Balcony".
4. THAT the company apart from basic price shall fix preferential location charges(PLC) for certain Plot/Floor in the complex and if intending allottee(s) opts for the booking of any such Plot/Floor, he/she also pay these charges,
5. THAT the timely payment of installments as per the Payment Plan shall be the essence of this transaction. It shall be incumbent on the intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment as agreed upon through this transaction and as further stipulated in the Allotment Agreement. However, in case the intending Allottee(s) fails to pay any installment(s) with interest with 90 days, from due date, the company shall have the right to cancel the allotment and forfeit the entire amount of earnest Money/Registration amount as defined in 'para 6' hereafter and the intending Allottee(s) shall be left with no right or lien on the said Plot/Floor. The Amount paid, if Any, over and above the Earnest Money shall be refunded by the company without interest after adjustment of interest accrued on the delayed payment(s), if any, and/or any other charges due from the intending Allottee(s). The delay in the payment of installment upto 90 days shall entail interest @ 15% p.a. calculated from the due date of outstanding amount.
6. THAT Ernest Money/Registration/Agreement Amount shall be deemed to be 10% of the consideration of the Plot/Floor.
7. THAT GST shall be payable by the allottee(s) on pro-rata basis, any charges on account of the external electrification as demanded by Torrent Power Limited Shall be extra. In the event of any further increase and/or any fresh tax, charge cess, duty or levy by the government or any other statutory authority, the same shall be payable by the allottee(s) on pro-rata basis.
8. THAT the possession of the Plot/Floor is proposed to be delivered by the company to the Allottee(s) on within 6 months subject to force majeure circumstances and Upon registration of sale deed provide all amounts due and payable by the intending Allottee(s) as provided herein have been paid to the company. It is, however, understood between the parties that various Blocks comprised in the complex shall be completed in phases.

9. THAT the intending Allottee(s) may at its sole discretion raise finances or a loan for purchase of the Plot/Floor. However responsibility of getting the loan sanctioned and disbursed as per company's payment schedule will rest exclusively on the Allottee(s), in the event, the loan not being disbursed or sanctioned or delayed, the payment of the company as per schedule shall not be delayed by the Allottee(s).
10. THAT Allotment of the Plot/Floor made shall be provisional, and the company shall have the right to effect suitable alterations in the layout plan, if and when found necessary. Such alteration may include change in the position, number, preferential location, Unit No) Boundaries, floor area, layout Plan, Block and number of the Plot/Floor, number of blocks, and increase/decrease in the area of Plot/Floor. That opinion of company's architects on such changes will be final and binding on the Allottee(s). Further, if there is any increase/decrease in the Area of the Plot/Floor or an Plot/Floor becomes a preferentially located, revised price and for PLC shall be payable/adjustable at the original rate at which the Plot/Floor has been booked for Allotment. If for any reason the company is not in position to allot the unit applied for, or if subsequently the allotted unit is not available for any reason beyond the control of the company, the company will consider the allotment of any alternative unit or refund of the amount deposited with simple interest @ 12% p.a. It is clearly understood by the intending Allottee(s) that he/she will not be entitled to any compensation whatsoever on the ground of aforesaid reason(s) and the company shall not be liable for any other damages/compensation on the account.
11. THAT the specifications of the Plot/Floor are subject to change as necessitated during construction. In such an event, material of equally good quality shall be used.
12. THAT after completion of Plot/Floor and receipt of full consideration and other charges, if any payable by the intending Allottee(s), the Company shall arrange to execute a sale deed in favour of the intending Allottee(s). All expenses toward execution of the sale deed shall be borne by the Allottee(s).
13. THAT the actual physical possession of the Plot/Floor shall be taken by the Allottee(s) after clearance of total consideration and other payments and execution of the sale deed by the Company.
14. THAT the intending Allottee(s) agrees/ undertakes to pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the unit) to the company and/or any Maintenance Agency nominated by it for a period of 2 years from the completion of Building and further agrees to continue to pay these charges till such time the maintenance and upkeep of these units are handed over to the local bodies/owner's society. However these charges shall be paid in advance.
15. THAT further, in addition to the payment of maintenance charges the Allottee(s) shall deposit an interest Free Maintenance Security Deposit (IFMSD) of Rs. 1,00,000/- (one time deposit), and per month @ 1000/- Rupee per unit for CAM. That the intending Allottee(s) shall pay security deposit to the company as and when demanded. This deposit shall be interest free and shall be refunded to the last recorded Allottee(s) owner(s) at the time, services are handed over to the local bodies/owners society.
16. THAT the intending Allottee(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Plot/Floor) in the complex, as determined by the company or its nominated agency. The intending Allottee(s) shall pay the maintenance charges as and when demanded by the company or its nominated agency. The rate of maintenance charges and the scope of maintenance services will be covered in a separate maintenance agreement to be entered by the intending allottee(s) at the time of handing over of the possession of the Plot/Floor.

17. THAT the intending Allottee(s) may get the name of his/her nominee substituted in his/her place, with prior approval/permission of the company, which may at its sole discretion to permit the same on such condition as it may deem fit and on payment of such administrative charges as may be determined by the company at the time of nomination.
18. THAT the intending allottee(s) shall get his/her complete address registered with the company at the time of booking and it shall be his/her responsibility to inform the company by Registered AD letter about all subsequent changes in his/her address, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by him/her at the time when those should ordinary reach such address. The intending allottee(s) shall be responsible for any default in payment and/or other consequences that might occur therefrom.
19. THAT the Allottee(s) agree to pay all rates, taxes, charges and assessment leviable by whatever named called for every description in respect of the plot of land or building construction thereon, assessed or imposed from time to time by the Government.
20. THAT the intending Allottee(s) shall pay the additional charges as and when demanded by the company on account of actual cost of electricity, sewerage and water connection (if applicable).
21. THAT the intending Allottee(s) undertakes to abide by all the laws, rules and regulations of local authorities, departments or the Government.
22. THAT the intending Allottee(s) agree to pay the sale consideration as per the payment plan opted at the time of booking, however change of payment plan at later stage is the sole discretion of the company, and is not binding upon.
23. THAT if there has been any breach of contract on the part of the intending Allottee(s) to perform his/her part of the contract earnest money/registration amount paid by him/her to the company shall be forfeited and balance amount, if any, paid over and above the earnest money/Registration amount will be refunded to the intending allottee(s) without any interest and only after submission of original receipts, allotment letter, sale agreement etc. The discretion absolutely shall rest with the company.
24. THAT the Allottee(s) shall comply with all legal requirements for sale deed of Plot/Floor and sign all requisite application, forms, affidavits, undertaking etc. as required for the purpose.
25. THAT the intending Allottee(s) if resident outside India shall be solely responsible to comply with the obligations as laid down in the Foreign Exchange Management Act. 1999, (FEMA 1999) and other applicable Laws, rules, notifications including that the remittance of payment(s) and for acquisition of immovable property in India. The intending Allottee(s) shall furnish the required declaration to the company.
26. THAT the allotment of Plot/Floor is at the discretion of the company and the company has right to reject any offer/application without assigning any reason. Except as expressly stipulated herein the intending Allottee(s) shall not be entitled to claim any right, lien damages, losses, whatsoever of any kind or nature in this regard.
27. THAT Agra Court shall have the jurisdiction in all the matters arising out of/touching and/or concerning the transaction.

28. THAT the possession of the said unit shall be taken within 30 days of the issue of the letter offering the possession of the units. It is incumbent upon the intending Allottee(s) to inspect the unit within 2 weeks of the issue of the aforesaid letter and deposit the dues/charges within 30 days from the issue of the letter offering the possession and after clearing all the dues/charges, the intending Allottee(s) ahs to submit the required stamp papers and other documents /payments in respect of execution of sale deed of unit. The possession of said unit shall be handed over only after receipt of required stamp papers and other documents/payments. However if all the above formalities in respect of physical possession of said unit has not been completed within the specified period, the company reserves its right to cancel the allotment of the unit and the company shall forfeit the amount of earnest money/booking amount deposited by him/her and he/she will be left with no lien whatsoever on the said unit. The amount, paid over and above the earnest money/booking amount shall be refunded to the intending Allottee(s) without any interest, only after submission of original receipts, allotment letter, sale agreement etc. The discretion absolutely shall rest with the company.

29. The intending Allottee(s) shall have no individual ownership right of the terrace of the Building.

30. The Company shall have the right to expand the building it vertically or horizontally if it is permitted or otherwise.

31. No change in the external facade shall be permitted unless the same is approved by the company.

I/WE declare that the above terms and conditions have been read/understood by me/us and the same are acceptable to me/us intending Allottee(s).

Place :

Date :