

ALLOTMENT LETTER OF ELEVATES

Dated: 00-00-2017

Mr.
And
R/o

Sub: Allotment of residential apartment/flat in proposed group housing project Known as “**BULLAND ELEVATES**” at Plot No. GH -3A, Sector- 16C, Greater Noida West, Uttar Pradesh.

Dear Sir/Madam,

This has reference to your application dated **00-00-2017** of the allotment of residential apartment/flat in the proposed group housing project known as “**BULLAND ELEVATES**” to be constructed at Plot No. GH -3A, Sector- 16C, Greater Noida West (U.P.) (hereinafter referred to as said Project). In response to your application we M/s Bulland Buildtech Private Limited, a company registered under the Companies Act, 1956 & Companies Act, 2013 having its Registered Office at A- 2, Bulland House, Khanpur Extension, New Delhi - 110080 (hereinafter referred to as the Company which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you a residential apartment/flat No. 0000 on ____ Floor in Tower ____ having Leasable Area/Super Built-up Area* _____ sq. ft. (_____ sq. mtr.) approx, as per specifications attached herewith, in the proposed group housing project “**BULLAND ELEVATES**” as per payment plan mentioned hereinafter.

1 SQ.MTR = 10.764 SQ. FT.

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

Interpretation of some indicative terms

Applicant :- 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 acknowledgement 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.

Company

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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. **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. **Common Area and Facilities :-** Means all facilities to be used by all apartments/flats owners, such as corridors, staircases and munties, 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, rain water harvesting systems etc.
- d. **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.
- e. **Limited Common Area and Facilities:** - Those areas which are reserved for use of certain apartments/ flats to the exclusion of the other apartments/flats.
- f. **Basic Cost 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.

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

Project: - The entire project, 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 and spaces for public amenities etc.

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 this 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 any reason whatsoever.
- (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion.

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- (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 this 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 Elevates, situated at Plot No. GH-3A, Sector - 16C, 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.

WHEREAS Leasehold land for the aforesaid group housing project measuring 20285.96 sq. meters (hereinafter called as plot) has been purchased by the Company i.e. M/s Bulland Buildtech Private Limited from 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 project at Plot No. GH- 3A, Sector – 16C, Greater Noida vide Lease Deed, Which was duly registered 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)

AND WHEREAS the Company has taken over the physical possession of aforesaid plot from the Greater Noida Industrial Development Authority on 01/11/2010.

AND WHEREAS 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. Residential, Commercial, 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 allottee(s).

Company

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AND WHEREAS the said apartment(s)/flat(s) is/are to be constructed on Lease hold land located at Plot No. GH -3A, Sector- 16C, Greater Noida West (U.P.) and developing by M/s Bulland Buildtech Private Limited hereinafter referred to as the Company under the project name and style of **"Bulland Elevates"**.

AND WHEREAS the apartment/flat allottee(s) has/have applied to the Company vide application dated **00-00-0000** agreeing to the terms and conditions as set out in the application for the allotment of apartment/flat.

AND WHEREAS the allottee(s) 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 Elevates"**. 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.

AND WHEREAS saving and excepting the particular apartment/flat allotted, the 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 allottee(s) as mentioned hereinafter.

AND WHEREAS the apartments/flats on all floor shall be sold as an independent apartment/flat 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 apartments/flats has been situated and the land area of the common use in the group housing project. The allottee(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 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 allottee(s) shall have no right to object to the same.

AND WHEREAS the allottee(s) is/are aware of and has/have knowledge that the proposed layout plans, building plans, designs, specifications of apartment/flat 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 or Greater Noida Industrial Development Authority or any other Local Authority or body having jurisdiction and the allottee(s) hereby give his/her/their consent to such variations, modifications etc.

AND WHEREAS after fully satisfying himself/herself/themselves the allottee(s) has/have agreed to acquire from the Company a apartment/flat No. **0000** in Tower __ measuring Leasable Area(Super Built-up Area) of **0000** Sq. Ft.(approx.) on _____ floor to be constructed in the said group housing project to be known as **Bulland Elevates** in Plot No. GH -3A, Sector- 16C, Greater Noida West (U.P.). (hereinafter referred to as the "apartment/flat") at the basic rate of Rs. **0000** per Sq. Ft. in PLAN - **B** at a basic cost Rs. 00,00,000.00 (Rupees

Company

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_____ Only) and on other terms and conditions. The said leasable area/super area is subject to change up to the maximum limit of $\pm 10\%$.

THE BASIC PRICE DOES NOT INCLUDE the Followings:-

- Prime Location Charges (PLC) _____ Floor @ Rs. 00/- Per Sq. Ft.
 - Parking Charges Covered Rs. 0.00/- (Only One Car Parking Free).
 - Club Membership Charges (CMC) Rs. 50,000/- (One time, non-refundable).
 - Lease Rent (LR) @ Rs. 90/- Per Sq. Ft.
 - Power Back-up Installation Charges (PBIC) @ Rs. 20,000/- Per Kva.(Only One Kva Free).
 - Electricity Connection Charges (ECC) @ Rs. 5,000/- Per Kva (Minimum 5 Kva).
 - Fire Fighting Charges (FFC) @ Rs. 40/- Per Sq. Ft.
 - Interest Free Maintenance Security (IFMS) @ Rs. 25/- per Sq. Ft.(One time, non-refundable).
 - External Electrical Charges (EEC) @ Rs. 40/- Per Sq. Ft.
 - Monthly maintenance Charges payable extra.
- Taxes, impositions of levies or duty, as applicable, imposed or to be imposed by the local authorities for the price of the said apartment/flat.
 - GST/Service Tax, if applicable, imposed or to be imposed by the Government/local body/concerned authority for the price of the said apartment/flat.
 - Metro Charges, if imposed during the course of construction or up to the handing over of the physical possession or thereafter then the same shall be payable by the allottee(s) directly or through the Company/Promoter as the case may be, to the concerned authority/GNIDA as per norms and rule of the concerned authority.
 - Any change in Government's Taxation Policy or levies shall be charged extra.

Note: Sq. Ft. means Leasable Area/super area of the apartment/flat as mentioned above.

Note: All these Charges as applicable and decided by the Company shall be additionally payable before possession or as and when demanded by the Company.

AND WHEREAS the Company has allotted the said apartment/flat in the group housing project to the allottee(s) and the allottee(s) has/have agreed to acquire the same.

AND WHEREAS 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 allottee(s) by this letter) 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.

Company

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

1. The payment will be made by the allottee(s) to the Company as per his/her/their Payment PLAN – A, B and C as selected by them and as detailed below:

DOWN PAYMENT PLAN “A”

- 10% of Basic Amount at the time of booking.
- 85% of Basic Amount within 30 days of booking.
- 5% at the time of offer of possession.

FLEXI PAYMENT PLAN “B”

- 10% of Basic Amount at the time of booking.
- 10% of Basic Amount within 30 days of booking.
- 30% of Basic Amount within 60 days of booking.
- 5% on Casting of P.C.C. Level.
- 7% on Casting of Basement Slab.
- 7% on Casting of Second Floor Slab.
- 7% on Casting of Fifth Floor Slab.
- 7% on Casting of Eighth Floor Slab.
- 7% on Casting of Twelfth Floor Slab
- 5% on Casting of Fourteenth Floor Slab
- 5% at the time of offer of possession.

CONSTRUCTION LINK PAYMENT PLAN “C”

- 10% of Basic Amount at the time of booking.
- 10% of Basic Amount within 30 days of booking.
- 10% on Casting of P.C.C. Level.
- 8% on Casting of Basement Slab.
- 7% on Casting of Second Floor Slab.
- 7% on Casting of Fifth Floor Slab.
- 7% on Casting of Eighth Floor Slab
- 7% on Casting of Twelfth Floor Slab
- 7% on Casting of Fourteenth Floor Slab.
- 7% on Casting of Eighteenth Floor Slab.
- 5% on Brick Work within the apartment.
- 5% on Interior Plaster within the apartment.
- 5% on Flooring and Tiles within the apartment.
- 5% at the time of offer of possession.

2. The allottee(s) has/have selected the aforesaid Payment PLAN – B.

- (a) Instalments 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 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 allottee(s). The company shall have the right to cancel the allotment and forfeit the entire amount of Earnest Money/Registration Amount and the allottee(s) shall be left no right or lieu of the said apartment/flat.

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- b) If for any reason the booking of the apartment/flat is cancelled by the allottee(s), then the entire Amount of Earnest Money/Registration Amount (10%) of the apartment/flat would be forfeited and balance amount will be refunded without any interest.
- (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 allotment. 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 @ 24% per annum for delayed payments/outstandings. 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 allottee(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 @ 24% 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).

- 3. That If for any reason, whether within or 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 allottee(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.
- 4. That in case the allottee(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 allottee(s) only.
 - b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the 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 allottee(s), failing which, the allottee(s) shall be governed by the provisions contained in clause 2 as above.
- 5. The Allottee(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.

6. (a) That the 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 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 allottee(s) before such change.
- (b) The request letter for change of the right of the allottee(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 allottee(s) by raising funds/loans against the said apartment/flat as security from bankers or financial Institution.
- (c) That the allottee & co-allottee (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 allottees 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 refund of amount deposited, and in such cancelation 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 are @ Rs. 300.00 per Sq. ft. and subject to change without any notice to the allottee(s).
- (e) The substitution/change of name in place of the allottee(s) will be done as per the applicable law.
7. The allottee(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/Owners.
8. That the allottee(s) consents that as per the norms of the GNIDA, 5% FAR for the green building is additionally permissible. Furthermore 10% of the total FAR is compoundable (if any); accordingly the nos. of apartments/flats may be increased. Also that in the eventuality of change in FAR the company shall have the right to explore the terrace to achieve the enhanced FAR. That the company can make any type of change in layout/elevation/design/alteration in open spaces area, green area or parking spaces etc. as and when required and deemed fit by the company and by signing this Allotment Letter and terms & conditions it shall be presumed all time consent of the allottee(s).
9. That the Carbon Credit Benefit arisen, if any, in the group housing project can be redeemed by the Company.

Company

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10. The construction of the apartment/flat 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 allottee(s), availability of building material, any dispute with the contractor, change of Laws by Governmental/Local authorities, 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 the aforesaid reasons or any other reasons beyond the control of the Company.
11. 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 allottee(s) shall not refuse for taking the possession on any ground whatsoever. The date given in the allotment letter is an assessment only and construction could be completed earlier to that.
12. Since it is a large project having number of buildings the construction will be completed in phases. All the major common facilities like club, parks etc will be completed only after completion of construction of all the phases. As such the allottee(s) must take the possession of his/her/their apartment/flat as soon it is made available & offered to the allottee(s) for possession and the allottee(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. It is hereby cleared to the allottee(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 allottee(s).
13. That a written intimation for completion of apartment/flat will be sent to the allottee(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 allottee(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 registration of sub-lease deed, the allottee(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.
14. The final touch of the apartment/flat shall be given after the registration of sub lease deed and the consent of the allottee(s) shall be presumed that the keys of the apartment/flat were given for the final touch. The allottee(s) have to take over the keys back after completing the job of final touch and on the date which was confirmed to the allottee(s). In case the allottee(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 allottee(s) even then the keys of the apartment/flat were not been taken back.
15. That in case the allottee(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".

Company

Allottee(s)

16. 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 allottee(s) for delayed period @ Rs. 5.00 per Sq. ft per month, provided the allottee(s) has/have paid all the installments on time. On the other hand if the allottee(s) fails to take the possession of the apartment/flat within the date of asking him/her/them to take the possession, allottee(s) shall pay @ Rs. 5.00 sq. ft. per month to the company for the period the allottee(s) delays in taking possession. That in case allottee(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 amount equivalent to 10% cost of apartment/flat as per the terms and conditions of the company shall be entitled and entertained.
17. 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 i.e. internal development of the project. 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.
18. 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. The date of applying the completion certificate shall be presumed as the date of completion, 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.
19. 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.
20. 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 allottee(s) shall not be entitled for any refund. However 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 allottee (s) in writing about the changes thereof and the change in the enhanced cost of apartment/flat. The allottee(s) have to pay that amount to the company. The allottee(s) have to give his /her /their consent or objection within 30 days from date of such notice. In case the allottee(s) doesn't give consent and objects for such change, the allotment shall be cancelled and the company will refund the entire money received from the allottee (s) without any deduction and with interest @ 12 % interest per annum. No other claim of the allottee (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 super built –up area of the apartment/flat, then the demand or refund shall be applicable for the entire area e.g. : for a $\pm 4\%$ change, the demand or refund shall be applicable for the total 4 % area.

21. That the allottee(s) has/have agreed to pay each installment of the chosen payment plan (Down Payment Plan/Flexi Payment Plan/Construction Link Payment Plan) along with GST/Service Tax and other Charges Payable on offer of possession as assessed and attributed by the Government of India.

Company

Allottee(s)

22. 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 allottee(s) through prepaid system. Charges for installation of the electric meter and whole distribution system will be charged @ Rs. 5000 Per Kva (minimum 5 Kva) and shall be given by the allottee(s) to the Company at the time of possession of the apartment/flat. The allottee(s) will get the Electric Connection for the capacity, as opted by him\her\them in the application.
23. That the allottee(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. 20000.00 per KVA at the time of offer for possession for power back up installation charges. The allottee(s) may kindly ensure to have given consent in writing at the time of allotment 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.

24. The allottee(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 allottee(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.
25. 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 allottee(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/Service Tax, VAT and any other such statutory levies/charges, as applicable, shall be borne and paid by the allottee(s). The allottee(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 allottee(s).
26. The 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/flat. The allottee(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 allottee(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, maintenance of lifts, internal

Company

Allottee(s)

roads, security, and other amenities falling under the common use and for the common areas of the group housing project **Bulland Elevates**.

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.

27. 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 allottee(s) agrees and consents to the said arrangements. The 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 allottee(s) liable for interest @ 18% per annum. Non- payment of any of the charges within the time specified shall also dis-entitle the allottee(s) to the enjoyment of common services, electricity and use of water etc. The 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.
28. That the 75% of the Interest Free Maintenance Security Deposit given by the allottee(s) to the Company or nominee of the Company is refundable to the allottee(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:
- (a) All existing corridors, passages, parks, underground & overhead water tanks, fire fighting equipment with motors and motor room, genset & other areas falling under the common area.
 - (b) Security gates with intercom, lift rooms at terrace without terrace right.
- Note:
- (a) 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.
 - (b) 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.
29. The allottee(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 allottee(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 allottee(s).
30. The allottee(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.
31. The allottee(s) shall not change, alter or make additions in or to the apartment/flat or the building/tower or any part thereof. Any type of encroachment, construction, blockage in the entire Project including passages, roads, lobbies, roof etc. shall not be allowed to the apartment/flat owners or associations of apartment/flat's owners.

Company

Allottee(s)

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 were 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 allottee(s) shall be responsible for any loss or damage arising out of breach of any of these conditions.

32. 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/apartment/flat of the said Project however, the sub lease deed in respect of the said apartment/flat in favour of allottee(s) will be executed and registered free from all encumbrances at the time of registration of the same.
33. The allottee(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.
34. The allottee(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 regard 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. allottee(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 allottee(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.
35. The allottee(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 allottee(s) shall furnishing the required declaration for the same to the Company.
36. 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 allottee(s) agree that he/she/they shall not object to the same and not make any claim on this account.
37. The Company shall have the right, without approval of the 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 apartments/flats within the building and the allottee(s) agree(s) not to raised objection or make any claim on this account.

Company

Allottee(s)

38. That the allottee(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 allottee(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.
39. The company reserves the right to correct, modify, amend, change all the annexure attached hereto which are indicated to be tentative and allottee(s) agree(s) the same.
40. That the car parking will be available on payment basis only. Purchase of one car parking per apartment/flat is mandatory for the allottee(s) of Bulland Elevates. The cars shall be parked within the same place allotted to the allottee(s)/flat owner. 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 allottee(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 allottee(s). A separate agreement for the allotment of the car parking space will be executed between company or its nominees and the allottee(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.
41. The 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.
42. Further, if there is any Service tax, Trade Tax, V.A.T., G.S.T. 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 Court Order/Government/GNIDA/Statutory or other local authority(ies) order, the allottee(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 allottee(s) and liable to collect Trade Tax and GST/Service Tax from the allottee(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 allottee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the company.
43. 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 this Allotment letter and any other document pertaining to this allotment now or in future, the same shall be payable and be paid by the allottee and the Company will not be liable to pay any part thereof.

Company

Allottee(s)

44. 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 this Allotment shall not give to the allottee(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 allottee(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 allottee(s) to the Company/Financial Institution/Bank.
45. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the allottee(s) from the date of possession or deemed date of possession declared by the company, whichever is earlier.
46. The 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 allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
47. That in case there are joint allottee(s), all communications shall be sent by the company to the Allottee 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 allottee(s) and no separate communication shall be necessary to the other named allottee(s). Allottee(s) has/have agreed to this. This allotment letter and its all terms and conditions does not constitute an Agreement to sell.
48. 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.
49. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said apartment/flat, 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 allotment. The company has its registered office situated in Delhi (India).
50. **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**

Company

Allottee(s)

consent to that the company can make any type of change in layout/elevation/design beside alteration in open space etc. My/our consent will be presumed as all-time written consent for the same.

Yours faithfully,
For BULLAND BUILDTECH PVT. LTD.

First Allottee_____

(Authorised Signatory)

Co-Allottee_____

Enclosures:

Annexure I - Payment Plan

Annexure II – Specifications

Company

Allottee(s)