

To,

Date: .....

Mr. ...., S/o .....

R/o:- .....

Contact No. ....

Sub:- Agreement Regarding Provisional Allotment of **FLAT NO. ....**, <sup>TH</sup> Floor in the residential Building namely "**RATAN MAHESH**" at **Plot No. M-02, Chakeri, Near G.T.Road, Kanpur.**

Dear Sir,

This has reference to your (hereinafter referred to as the allottee/prospective purchaser) application dated ..... submitted to **RATAN HOUSING DEVELOPMENT LTD.** (hereinafter referred to as the builder & promoter) for the Provisional Allotment of flat in the above residential Complex. The term allottee/prospective purchaser and the builder & promoter shall be deemed to include their/his executors and assignees etc. unless the subject or context requires otherwise.

And whereas the builder has got the rights of plot no. **M-02, Chakeri, Near G.T.Road, Kanpur** to construct residential multi storied building on the aforesaid plot/premises and to deal with same by way of Provisional Allotment sale etc. of the various flats/spaces.

Whereas the allottee/prospective purchaser has seen/examined the relevant records regarding ownership of the plot/premises and entitlement of the builder to construct and make its Provisional Allotment and the allottee is fully satisfied herewith.

And whereas the builder has given out that there shall be several flats each self sufficient and independent in the building complex with some common facilities and amenities, the builder would bind all the prospective buyers of the flat in the said building complex to enjoy, observe & perform the said facilities and common amenities

And whereas the builder accordingly submitted above mentioned plan of multi storied building to the Kanpur Development Authority for its sanction and started the construction of the flat thereafter.

And whereas the allottee has applied for Provisional Allotment of a flat in the said residential complex by application dated .....

And whereas the builder has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kanpur under registration no. ....under the Real Estate (Regulation and Development) Act, 2016.

[www.up-rera.in](http://www.up-rera.in) is website of authority

NOW THIS AGREEMENT FOR PROVISIONAL ALLOTMENT WITNESSETH AS FOLLOWS:-

That the builder has agreed to construct and sell and the allottee agrees to purchase **FLAT NO. ....** in **RATAN MAHESH** at **Plot No. M-02, Chakeri, Near G.T.Road, Kanpur** with an

approximate carpet area admeasuring ..... **SQ .MT.** and approximate Super Built up area ..... SQ. MT at the .....<sup>TH</sup> Floor for a sum of Rs .....00 (**Rs. .... Only**) excluding **G.S.T AS APPLICABLE FROM TIME TO TIME** (if it is further exceeded or any other taxes are imposed by the government, the same shall be payable separately by the allottee), along with ..... car parking in the residential complex subject to the following terms and conditions and stipulations namely:-

1. That if the allottee is female or wherever the allottee is a joint stock company, corporate body or a firm or an association of person, the expression He, Him, His, Himself etc. in this agreement in relation to the allottee shall be deemed as modified and read suitably. Wherever there is more than one allottee in the agreement it shall be construed as including each of such allottees their heirs /executors / assignees etc.
2. That the allottee having inspected and seen the plans, designs and specification and has approved the same and further agrees that the builder may make such variations, additions alterations etc. Therein as it may/be required either by the builder for the betterment of Project or by any local authority or body from the Government agency in respect of flat /Project/Apartment and the allottee hereby irrevocable gives his consent for such variations, alterations, additions etc.
3. That in case the builder for any reason other than those mentioned in clause 6 below is not able to make available the aforesaid allotted flat/flats in that case allottee shall accept alternative flat offered by the builder. However, in case the builder is unable to offer any other flat in the residential complex he shall be liable to refund the actual amount received from the allottee with interest (as per applicable laws) without any claim or damages.
4. That subject to the other clause hereinafter the allottee shall pay the balance amount of Rs .....00. in the following manners: -

Schedule of payment

Rs.\_\_\_\_\_ per month up to 14 JULY 2021 which is related to progress of construction of Project.

In case of default in the payment of any two successive installments, the builder shall have right to cancel the provisional allotment by giving 30 days notice and thereafter will be free to book / sale of the said apartment after refunding the balance amount subject to deduction of 5% of the total sale consideration and allottee shall have no right to make any claim whatsoever.

In any case full and final payment is to be made up to 14 **July 2021**, which is the tentative date of completion of the Project.

5. That the builder shall complete the residential building and hand over the possession of the built up flat to the allottee after getting full and final payment timely. However, expected period for the completion is 3 years and 6 months from the date of sanction of the plans of the building or from the date of commencement of construction, whichever is later, the period shall be excluded if the builder does not complete the

building due to natural calamity, non-availability of material item, changes in policy of government agency or local authority or any other causes beyond the control of builder in that case no claim of damages and compensation shall lie against the builder.

- 6 (a). That in case of any supervening like acquisition or any other decision of the government or local authority the builder is unable to complete the flat the allottee will remain obliged to make payment to the builder proportionate amount to the extent of the completion thereof as may be certified by the architect of the builder and decision so made shall be final. However, the allottee shall be entitled to the transfer of the rights of the builder in the flat in his favour and also shall be entitled to receive any compensation awarded therefore.
- 6 (b). That notwithstanding any event mentioned in sub-clause 6 (a) occurs even the builder continues with its work in relation to the flat the terms and condition of this agreement will continue to apply with full force.
7. That if the builder is not able to complete the commitments under this agreement for any reasons the allottee shall make payment for the work done as may be certified by the architect of the builder whose decision shall be final. That if the allottee causes any breach in remaining payment as mentioned in para 4 of this agreement, builder after giving one month notice shall be entitled to cancel the Provisional Allotment and refund the deposited amount after giving one month notice and refund the deposited amount after deducting 5% of the total cost of the flat.
8. That the allottee is not entitled to transfer /encumber his rights in this agreement till full and final payment is made for flat concerned (subject to para 04 of this agreement) and transferee shall be bound by the terms of this agreement in all respects. However, the allottee may seek financial assistance from bank or other government institutions to pay cost of the flat concerned.
09. That all the property or other taxes whether levied/leviable on the flat from the date of Possession shall be borne by the allottee.
- 09 A That the Sale consideration is exclusive of G.S.T as applicable from time to time, if it is further exceeded or any other taxes are levied, the same shall be paid separately by the Allottee as and when imposed and demanded by Builder/Promoter failing which the allottee shall be liable for interest and damages.
- 09 B That all the municipal taxes, water, sewerage charges, maintenance charges etc. shall be paid by allottee from the date of notification of completion of Flat.
10. That the allottee shall be liable to pay all expenses for preparation of legal documents including stamp duty and registration charges/expenses there-to in relation to the concerned flat as may be intimated to the allottee by the builder.
- 10 A That the allottee shall also get the Agreement to Sell registered, after payment of 10% of total sale consideration, at his own convenience and expenses, fail to get the same shall be responsibility of the allottee who shall be bound to pay the installments as agreed.
11. That the allottee shall be entitled of the possession of the flat only after amount payable in this agreement is paid.
- 12 (a). That after taking possession of the flat the allottee shall have no claim against the builder as to say items of the work, quality of work, materials installation etc. in the said

flat/building or on any other ground what-so-ever. Complaints, if any, are to be removed before delivery of possession to the allottee.

- 12 (b). The common walls of the adjoining flats shall be jointly owned and used equally for support whether vertical or lateral etc. by the respective flat allottees, as the common walls are partly on each adjoining flat.
13. That after handing over the possession of the flat to the allottee any addition or alteration in the said building complex is required to be carried out by the government or local authority the same shall be carried out by the allottee in co-operation of the other flat owners in the said residential complex at their own cost, after sanction of the plan, and the builder shall not be liable for the same.
14. That upon completion of the flat and on receipt of full consideration and any other dues the builder shall complete the sale by affecting the conveyance of the flat to the allottee in such manner as may be permissible at the expenses of allottee.
15. That the allottee shall abide by all laws, rules and regulations of the Kanpur Development Authority /local bodies and shall be responsible for all deviations/violations or breach of any of the condition of the rules and regulations in future from the date of possession.
16. That all the letters, receipts and/notice issued by the builder or its nominees and dispatched under certificate of posting to the last address known to the builder shall be sufficient proof of receipt of the same by allottee and shall fully and affectively discharge the builder or its nominee.
17. That the terms and conditions agreed to herein by the allottee shall be binding on the occupier also.
18. That any dispute arising out of this agreement shall be subject to the jurisdiction to the Kanpur territory only and it will be resolved through arbitrator nominated by builder.
19. That the allottee hereby agrees and gives his consent to get and maintain the space periphery wall, partition walls, sewer and drain pipes or belonging thereto in the same state or condition in which it would be delivered to him and in particular so as to support shelter and protect the part of complex other than the flat.
20. That if the allottee cancels the booking of the flat before possession the builder will have right to deduct 5% of the total cost of the flat from the deposited amount and refund the remaining without any interest or damages.
21. That the builder shall have the right to levy additional cost of construction, if the cost of building material exceeds more than 10% during the construction period, at the time of final possession, which shall be payable by the allottee.
22. That the allottee shall use the aforesaid flat for the purpose of residence only, he shall also not use aforesaid flat for any purpose which may be or/is likely to cause nuisance to the occupier of other flats. The allottee shall also not carry out any activity in the aforesaid flat which is to be of obnoxious trade or hazardous nature or affect the safety of the building in any manner whatsoever.
23. That allottee/buyer shall also be bound to become member of Association/ Society, for maintenance of the Building consisting of flat/duplex, formed by the Builder who shall also be entitled to make contract with any agency or so as the case may be for

maintenance, in this regard the builder shall be the sole arbitrator and in case of any dispute his decision shall be final and binding on the members of the society and also on occupiers of the flat / building.

24. That the cost of the flat including the cost of the common facilities and amenities in the said building complex has been calculated at the rate of the present cost of the materials and labour cost etc. in case during the construction period the cost of the material and the cost of the workmanship increases more than 10% from the date of commencement of the building, the builder shall increase the cost of the flat accordingly and the allottee shall be bound to pay the increased cost as certified by the architect of the builder. In case the allottee fails to pay the increased cost of the flat within 2 months from the date of demand, the builder shall be free to cancel the Provisional Allotment with immediate effect and forfeit 5% cost of the flat.
25. That the allottee shall get the sale deed executed in his favor within 6 (six) months from the date of possession at its own cost, failing which builder shall not be liable for any thing.
26. That in case of any agreement/arrangement wherever the allottee has obtained financial assistance either from Bank or Financial Institution and any default on the part of the allottee is made and refund of amount is due to the allottee, the amount will be refunded to the Bank/Financial Institution as the case may be instead of allottee.
27. That the prospective purchaser would be entitled for the proportionate undivided share in the land in ratio to constructed area.
28. The Builder has shown all the papers related to either of the Land, right to develop and construct, right to sell, right to receive advance money, right to enter into agreement and has also explained the terms and conditions for payment of Sale Consideration, the allottee has seen, examined and is fully satisfied in relation to the following details herein given as under-

1. Name of the Project- RATAN MAHESH
2. Land's Title-by virtue of Indenture cum joint venture.
3. Sanction of Map-24.04.2017
4. Date of commencement of Project-15 JANUARY 2018
5. Date of Completion of Project-14 JULY 2021
6. Nature of Construction- R.C.C
7. Area of Flat (Carpet Area)- ..... Sq mtr.
8. Common Facilities-Boundary Wall, Gate for entry and exit, water lines, sewerage lines, stairs, common passage, Lift, Over Head Tank, Bore well, Common area lighting
9. Additional cost for facilities-NIL
10. Applicability of Law- Arbitration and reconciliation Act

29. That the terms and conditions framed by the builder for the building shall be acceptable by the allottee and shall be adopted by the society, which are given as under:-

1. Maintenance charges shall be payable by the each occupier of the flat/building up to 7<sup>th</sup> day of each English calendar month.
2. All the common places, equipments and facilities shall be kept in maintainable condition.

3. The whole of the building shall be painted in one color from the outside once in 3 years or maximum in 7 years.
4. All the fittings and the furnishing shall be kept as such and further will not be disturbed in any manner except to maintain/repair the same.
5. No one shall be entitled to make any encroachment on the common places/space, or cause disturbance/interference in the peaceful enjoyment of common facilities and amenities by other flat owners/occupiers.
6. In case of default of payment of maintenance charges within 1<sup>st</sup> week of every English calendar month interest shall be charged as per applicable laws up to 3 months. If even then maintenance charges are not paid, the society (in absence of society) builder shall have right to withdraw the following facilities and the flat owner/occupier shall have no right to use the following facilities i.e. :-

**FIRST HE/SHE SHALL BE DECLARED DEFAULTER AND**

- A. Water supply will be disconnected of the defaulter's flat.
- B. Shall not be entitled to use the lift.
- C. Shall be ceased to use open car parking space.
- D. Security facility will be withdrawn.
- E. The guards on the gate shall not open the gate for the defaulter and his family member and his visitors.
- F. Inter com facilities will also be withdrawn.
- G. Cable / TV/Dish antenna facility shall also be disconnected.
- H. Electric facility provided by the generator at common places will be withdrawn.

The defaulter shall have no right to get the facilities resorted/mentioned above till he /she make all the dues clear.

Note- If any of the provisions are contrary to the existing law, same shall be read in accordance of present provisions of law

Your's Faithfully,

**For Ratan Housing Development Ltd.**

**Managing Director / Director**

"I hereby declare that value of residential unit mutually decided between builder and me/us is exclusively for purchase of residential unit. I further declare that sale consideration does not include any amount for preferential location having any extra advantage".

I/we hereby accept the Provisional Allotment on the conditions mentioned hereinabove.

Signature of the  
Allottee/Prospective Purchaser

Witnesses:-

1. Name:
- S/o/W/o/D/o:
- Address:
- Occupation:

2. Name:
- S/o/W/o/D/o:
- Address:
- Occupation: