

ALLOTMENT OF A FLAT IN SHRIJI SHIVASHA HEIGHTS

This Agreement is made on this..... ofBetween M/s Beriwal Construction Company, having its registered office at Beriwal Complex, Bhuteshwar, Mathura (hereinafter referred to as First Party) through its duly authorized signatory Shree Krishna Kant Goyal or Shree Ashok Goyal or Smt Asha Goyal (hereinafter referred to as the “Promoter”) which term shall unless repugnant to the context shall mean and include it’s successors, administrators and assignees of the party at the first part.

AND

Smt/Shree..... W/O Mr. Resident of

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.....

(hereinafter referred to as the Second party which term shall unless repugnant to the context shall mean and include his/her heirs, representatives, successors, executors, administrators and assignees, of the party at the Second part.

(1) In response to the application date for the purchase flat NO by the second party **Smt./Shree.** The first party M/s Beriwal Construction Company has ready to sale of a Flat No to **Smt./Shree.**....., measuring covered area As **571.99 Sq. Feet, Carpet Area.....Sq.feet** at the site named “Shriji Shivasha Heights” Goverdhan Road, Mathura for a consideration of Rs & GST of Rs so the total consideration of **Rs.** subject to terms and conditions mentioned below.

(01) The above mentioned flat is situated inside the residential housing scheme named as “SHRIJI SHIVASHA HEIGHTS”.

(02) The above mentioned Flat is a part of khasra No. 959 & 960 in Mauja Satoha Asgarpur, Mathura. The first party M/s Beriwal Construction Company has completed the above flat according to specification as semi finished and ready to sale the same after completing all terms and conditions.

(03) The first party has no objection, if the second party opts to mortgage this property in favour of any Bank/ financial Institution for the purpose of finance.

(04) The second party has paid Rs. as advance and agree to pay the balance consideration of the flat for Rs. Which shall be paid by him as per agreed payment plan from the date of this agreement. The payment will be accepted only by way of cheques / D.D payable at Mathura only. If the total payment is not received by the first party within the specified time, the first party may cancel the allotment and forfeit the amount given by the second party. However the first party may decide not to cancel the allotment, if the dues are paid by the second party along with 9% interest compounding quarterly.

(05) The first party shall deliver the flat to the second party within 6 months from the date of final payment.

(06) The parties agree and acknowledge that where the first party could not handover the possession of the flat beyond the control of the firm including without limitation force majeure and if the second party request for refund of the amount deposited first party shall refund the same with quarterly compounding interest @ 9% . with in three month from the date of the conciliation.

(07) The present allotment is subject to the conditions that there is no price

control/ restriction from any authorities. In case of any control or any other restriction on the price of the flat being imposed by any authority, this allotment will be liable to be cancelled by firm at its sole discretion and the money deposited by the allottee will be refunded without any interest. No claims monetary or otherwise shall be raised by the allottee or accepted by the firm in this regard.

(08) It is hereby agreed that the possession of the Flat shall be delivered by the company to the allottee only after the registration of the sale deed and subject to all dues and demands payable up to the date of such possession including as specified under this agreement together with applicable interest and all taxes.

(09) The allottee has undertaken all necessary due diligence of the Flat with respect to the title of the company and is fully satisfied that title of the company to the said Flat is marketable and that the company has right and authorities to develop and construct a group housing scheme on the plot and sell Flat to any party.

(10) That, at the option of allottee, the company shall execute a tripartite agreement with builder/ bank/ financial institution's for the purpose of finance.

(11) It is hereby agreed, understood and declared by and between the parties that irrespective of allotment, the company may take construction finance/ demand loan for the construction of the above complex from the banks/ financial institutions after mortgaging the land apartments of the said complex, however the sale deed in respect of the said apartment in the favor of allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.

(12) Out of the payment made by allottee a sum an equivalent to 10% of the basic sale price in respect of the Flat shall be deemed to be the earnest money which shall be non refundable deposit and shall be forfeited by the company in event of failure of the allottee to comply with its obligations under this agreement.

(13) It is hereby agreed by the parties that time is the essence of the contract under this agreement and the allottee shall make the payment and other charges payable under this agreement in accordance with the timelines indicated herein.

(14) While calculating the sale price of the unit, the company has taken into account all applicable government charges as on date and the allottee agrees to pay to the company any increase in such government charges as and when demanded by the company. In addition the allottee also agrees to pay any rates, charges or taxes of all kind i.e. services tax etc. by whatever name called, whether levied or increased in future, as the case may be from the date of this allotment and prior to the execution of the sale deed.

(15) The rates agreed mentioned are free from any escalation by the company but subject to escalation beyond the power and control of company.

(16) At any time prior to the execution to the sale deed the allottee may nominate a third party and may get the name of the nominee substituted in the allottee's place and assign all rights and obligation of the allottee under this agreement to such third party, subject to the prior approval of company and after clearing all dues and outstanding payable to the company in terms here of till that date. The company may at its sole discretion permit such substitution and assignment on such terms and condition as the company may fit and proper and in accordance with applicable laws.

It is hereby agreed that all applicable administrative transfer as prescribed by company for such substitution and assignment (including towards the execution of any agreement documents as may be required under any law) together with any taxes for such substitution and assignment for the same will be the sole account of and be payable by the allottee prior to such substitution/assignment.

(17) It is hereby agreed that subsequent to the execution of the sale deed any further transfer of the Flat by the allottee shall be subject to applicable laws in particular rules and regulation of MVDA.

(18) That it is hereby specifically agreed between the parties that no right of any kind relating to ownership and possession shall be deemed to be created in favour of second party by virtue of this agreement. Right of ownership and possession shall come to in existence only after execution and registration of sale deed in favour of allottee and actual, physical delivery of possession to allottee.

Construction made by the company shall be deemed to be made by company at his own account in accordance with the lay-out and map approved by the

MVDA and not for and on behalf of the allottee irrespective of payments made by allottee under this agreement.

(19) In the event of allottee's failure to take over the possession within 30 days from the date of offer letter for possession in writing given by the company, then the same shall lie at his/ her risk and cost and the allottee shall be liable to pay to the company compensation @ Rs. 4/- per sq ft. of the area as mentioned above per month for the entire period of such delay.

(20) The company shall provide the requisite common area maintenance services within the project which shall broadly include operation and maintenance of the power back up for lift and, water supply, sewerage systems, the common areas item and draining systems, lighting facilities etc. further It is clarified that water and sewer connection charge will be extra apart from sale consideration and common area maintenance charge will be charged from Possession date for Rs. 500/- per month or whatever decided by the promoters/Society.

(21) The allottee will have no objection if the responsibility for maintenance of facilities provided by the company is handed over to the society. The allottee shall be bound by the Bye Laws, Rules, & Regulation lay down for/ by the Samiti'. However 'Samiti' will not have any power to sell the assets at any time. Only the owners of Shriji Shivasha Heights flat will be the ordinary members of the 'Samiti'. The allotment letter/ registry of the flat in the name of the allottee will automatically make the purchaser allottee member of the 'Samiti' and the transfer of flat will similarly mean cessation of the membership.

(22) When society is formed and responsibilities are handed over to the society as per clause then company is relieved automatically of its duties & responsibilities.

(23) The allottee shall be responsible to inform the company by registered A.D. letter about all subsequent changes, if any, in his/ her address and other necessary information. If he fails to inform the same, all notices and letters shall be posted at first registered address and shall be deemed to have been received by him/ her at the time when those should ordinarily reach such address and the allottee shall be responsible for any default and other consequences that might occur there from.

(24) The allottee shall be required to obtain the necessary approval license and permission from any government in relation to the purchase of the flat by

the allottee and specifically if he has NRI status or is a foreign national. Such allottee shall be responsible to comply with the necessary formalities as laid down in foreign exchanges management act 1999 and/ or any other statutory provision governing the transaction, which may involve remittance of payment/ consideration and acquisition of immovable assets in India.

Further in case any such approval license or permission is ever refused or subsequently found lacking by any government, the company shall be entitled to terminate this agreement.

In case of any dispute arises on any matter connected with this agreement between the parties of their legal heirs, transferees and assignees then such dispute shall be refereed to sole arbitrator to be appointed with the mutual consent of both parties and the decision of the sole Arbitrator shall be final and binding on both the parties. In this regard, the place of arbitration shall be at Mathura only.

It witnesses the parties here to have signed this agreement on the day, month and year first above written.

For **Beriwal Construction Company**

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First Party.

I/ We hereby accept the allotment on the terms and conditions mentioned hereinabove.

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Second Party.

Witness

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Witness

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