

# **ALLOTMENT CUM FLAT BUYER AGREEMENT**

THIS AGREEMENT of sale is made at Moradabad on this Date:

## **BETWEEN**

**M/s R & A REALTECH LLP**, a Limited Liability partnership duly constituted under Limited Liability Partnership Act, 2008 , having its registered office at **W-16, Okhla Industrial Area, Phase-II, New Delhi** hereinafter referred to as the **Developer** (which expression shall unless repugnant to the context or meaning thereof mean and include its successors in interest, assigns and legal representatives) through its authorized signatory **Mr. Dharmendra Kumar Malhotra** duly authorized by partners of the **AND**

### **1.FOR INDIVIDUALS:**

**a.**

**b.**

(\* To be filled In case of Joint purchasers)

(hereinafter singly/ jointly, as the case may be, referred to as the '**Allottee**' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators, legal representatives, successors, nominees and permitted assigns of the **OTHER PART**).

### **DEVELOPER'S REPRESENTATIONS:**

- A. WHEREAS the **Developer M/S R & A REALTECH LLP** is a partnership firm having plot measuring 17940 sq. meters at "**ROYAL GREENS**", **Opposite Royal Enclave (52 Kothi), Delhi Road, Moradabad-244001** (who have acquired legal title of this land to develop the said plot of land by constructing there on a Group Housing Complex known as "**ROYAL GREENS, MORADABAD**" in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities.
- B. AND WHEREAS the Developer is duly entitled to develop/ built flats and allot, enter into agreement for sale and to sell the flats with parking space in Group Housing Complex.
- C. AND WHEREAS the developer is duly entitled to pay interest on the Bank Finance to the buyer as this allotment is based on interest subvention Plan (20:80 basis) till possession.

### **ALLOTTEE'S REPRESENTATIONS:**

- A. AND WHEREAS the Allottee has applied for allotment of said Flat with full knowledge of all laws/ notifications and rules applicable to the area in general and the arrangements pertaining to the said complex named as "**ROYAL GREENS, MORADABAD**" and is satisfied himself in respect of ownership title of the property.
- B. AND WHEREAS the Allottee has satisfied himself as to the right/title of the Developer, building plans and other relevant details and terms and conditions. The Allottee has confirmed that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

**AND WHEREAS** the Developer and the allottee relying on the confirmations, representations and assurances of each other and to faithfully abide by all the terms, conditions, obligations and stipulations contained in this Agreement are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

Allotment of a Residential Flat with/ without Parking Space details of which are given as under:-

**UNIT DETAIL**

Unit No. :-	Bed Room 1 :- 1.022 x 1.394
Type :-	Bed Room 2 :- 0.985 x 1.022
Floor :-	Bed Room 3 :- 1.208 x 1.115
Super Area :-	Living/Dining :- 1.599x 1.952
Tower/Block :-	Kitchen :- 0.706 x 1.022
Car Parking (No.) :-	Toilet 1 :- 0.743 x 0.548
Basic Sale Price (A) Rs. :-	Toilet 2 :- 0.678 x 0.548
	Toilet 3 :- 0.651 x 0.548
	Toilet 4 :- 0.335 x 0.465
	Servant Room:- 0.818 x 0.641
	Balcony 1 :- 0.428 WIDE
	Balcony 2 :- 0.465 WIDE
	Dress :- 0.465 x 0.548
	Drees Store :- 0.455x0.613
	Corridor :- 0.353 WIDE

**OTHER CHARGES**

1	PLC ( 3 BHK)	-	-
2	Club Membership Fees		-
3	Electric Connection		-
4	Power Backup		
5	Lawn Facing		
6	Corner		-
	TOTAL		
			-

Total Other Charges (B): Rs.

Total Cost of the Flat/ Unit(A+B): Rs.

Total Paid Amount: Rs.

Balance Amount: Rs.

PAYMENT PLAN: (As per Annexure-A)

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

1. That the developer hereby agrees to transfer the Flat and the Allottee hereby agrees to take the Flat as described in this Agreement in the said Complex as per the plans and specifications indicated in the **Annexure B & C** and accepted by him for basic sale price plus other additional charges as applicable and described in this Agreement in respect of the Flat.
2. That the Allottee hereby agrees to pay to Developer the Basic Sale Price and other development/ preferential charges/ additional charges which shall be as per the payment plan opted by the Allottee and as explained to Allottee. The total price mentioned in the application is inclusive of cost of electric fitting, fixture and water meters etc. and other items not specifically included which shall be got installed by allottee at his own cost.
3. That the Allottee agrees that he shall pay the price of the said Flat and other charges calculated on the basis of super area, which is understood to include pro- rata share of the common areas in the complex. The Super Area of the said Flat means the covered area of the Flat including the entire area enclosed by its periphery walls including area under walls, columns, balconies and shafts etc. and half the area of common walls with other premises/ Flats which form integral part of flat and common areas shall mean all such parts/ areas in the entire said complex which the Allottee shall use by sharing with other occupants of the Complex including entrance lobby, lift shafts, electrical shafts, fire shafts, plumbing shafts , services ledges on all floors, common corridors and passages, staircases, munties, services area including stores, guards cabin, generator area etc., if provided.
4. That the parties have agreed that the cost of development and construction of the flat is escalation-free, save and except increases, which the Allottee hereby agrees to pay due to increase in flat area, any increase or additional Govt. rates, taxes cess etc., that may be levied or imposed by the Govt./ Statutory Authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc., of any Government or the Competent Authorities is made applicable to the flat/Complex subsequent to booking requiring the Developer to provide pollution control devices, effluent treatment plant, water harvesting system etc. in the complex, then, the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee on pro-rata basis. Service tax on sale of the flat shall be paid by the Allottee.
5. That the area of the flat may change as per direction of the sanctioning authority or architect or structural engineers of the Developer. In case of variation in the flat area to extent of 3%, there shall be no adjustment in the price of the flat. However in case the variation in the flat area is more than 3%, the Allottee shall pay for the increased area (beyond of 3%) at the booking rate.
6. That the building shall be earthquake resistant as per existing codes in force. The firefighting Equipment and/or preventive measures in the common area of the Complex shall be provided as per the existing Fire Fighting Code/ Regulation as contained in national Building code, however if additional fire safety measures are undertaken after booking of the flat for the reason of any law/byelaw, order or directions or due to any subsequent legislation/Government orders, the Allottee shall pay for the additional expenditure on pro rata basis.
7. That the Developer shall be responsible for providing internal development within the Complex which inter-alia includes (i) Laying of roads. (ii) Laying of water lines, (iii) Laying of sewer lines (iv) Laying of electrical lines etc. However the external or peripheral services such as trunk water and sewer lines, storm water drains, roads, electricity, horticulture etc. are to be provided by the Govt. or the concerned authority up to the periphery of the complex.
8. That the Developer may carry development/construction of the Complex in phase outside the building in which the flat may be located and the allottee shall have no right to object or make any claim or default in any payment as demanded by the developer on account of inconvenience, if any, which may be caused to the allottee due to such construction activity or incident/ related activities. However the Developer shall take all possible measures to segregate the under developed phases and provide common facilities to ensure least inconvenience to the allottee/s. The common facilities in all respect shall be operational on the date of completion of the entire Complex.

9. That the flat shall always be used only for the purpose it has been allotted. Any change in the specified use, which is not in consonance with the use of the Complex or is detrimental to the public interest will be treated as a breach of the terms of the agreement entitling the Developer to cancel the allotment

10. That the Developer shall issue the intimation/demand letter to the Allottee/s for making payment of the installment, wherever the payment is connected with the construction stage. The allottee hereby agrees to make all the payments within time as per the terms of schedule of Payments from time to time without any reminders from the Developer through A/c Payee Cheque(s) / Demand Draft(s)/other modes in favour of "R & A REALTECH LLP" payable at **Moradabad**.

11. That the timely payment of installment indicated in the payment schedule is the essence of this agreement. If any installments as per the schedule is not paid when it become due the developer shall charge interest at the rate of 18% p.a. for one month delay and at 24% p.a. interest up to next two months. If the allottee defaults in making payment of the outstanding amount for three consecutive months, the allotment shall automatically stand cancelled without any prior notice to the allottee thereafter shall have no charge, lien, interest, right or any other claim on the flat.

12. That 10% of Basic Sale Price for the flat shall be treated to be the earnest money under this agreement and in case of cancellation, the developer shall refund the amount paid over and above the earnest money, if any, without any interest after reducing there from the amount of interest on delay payment within 30 days. However, in exceptional circumstances the Developer may, in its absolute discretion, condone the delay by charging interest @ 24% p.a. on all outstanding dues for the delayed period. In case of cancellation, for the cheque for the refund amount shall be sent in the name of first allottee.

13. That the Allottee, if resident outside India, is solely responsible for complying with necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Reserve Bank Of India (Amendment) Act, 1997 and rules made there under or any statutory amendments.

14. That the Developer is authorized to raise finance /loan from any financial institution /bank by way of mortgage / charge/ securitization of receivable of the land and the flats and the Allottee will have no objection in this regard. However at the time of execution of the registered deed and handing over of possession, the flat shall be free from all encumbrance and charges.

15. That it is agreed by and between the Parties that unless a Transfer Deed is executed and registered, the Developer shall continue to have full authority over the flat and any/all amounts paid by the Allottee shall not give him any lien or interest on the flat.

16. That transfer / Substitution of the allottee in the agreement shall be allowed only on payment of 40% of the BSP and conditions as it may deem fit including payments of administrative charges etc. Any change in name (including addition/ deletion) of the Allottees will be deemed as substitution for this purpose. In case of assignment, the assignee shall be liable to observe all the terms and conditions of this agreement. The entire cost incidental to the assignments/ substitutions or deletion shall be borne by the Allottee or the assignee only.

17. That the Allottee shall be entitled to use and enjoy the common areas and facilities within the complex along with all the occupants shall not include the exclusive reserved covered parking space individually allotted to the respective allottee.

18. That the reserved/ covered parking space has been allotted together with the flat and the same shall not have independent entity detached from the flat. The Allottee shall not to sell/transfer the reserved/covered parking space independent from the flat. The allottee may apply for additional parking space, which may be allotted subject to availability and as per the condition decided by the developer. The Allottee undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the Complex.

19. (a) That the Developer shall complete the development/construction of the Flat within **36 months** from the date of starting of excavation i.e. 01.04.2015 which may vary for +/-9 months. The completion date is subject to force majeure conditions. No claim by way of damages/compensation shall lie against the Developer in case of delay in handing over the possession on account of the force majeure condition and the Developer shall be entitled to a reasonable extension of

time for the delivery of possession of the flat to the Allottee. However in case of delay in completion of flat without a reasonable justification the developer will pay 5% of B.S.P. per annum on prorata basis.

(b) That the Developer shall after completion of the flat shall intimate the allottee to take over the possession of the flat within thirty days thereof. The Allottee shall within the stipulated time, take the possession of flat from the Developer by executing transfer deed and necessary indemnities, undertakings and such other documentation as the Developer may prescribe. The Stamp Duty, Registration Fee and Other charges for execution and registration of sale deed or nay other documents shall be payable by the Allottee. The Allottee will be entitled to possession of the flat only after transfer deed of the flat is executed and duly registered with the concerned Registrar office. The Allottee after taking possession of the flat shall have no claim against the Developer for any reason whatsoever.

(c) That the Allottee shall, after taking possession of the flat or at any time thereafter shall have no objection to the Developer developing or continuing with the development of other Flats adjoining the Flat sold to the Allottee.

**20.** The Allottee shall not make any addition or alteration in the flat of whatever nature which may affect the other Flat or common areas and the structure of the complex. The Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any changes in the exterior elevation or design. The terrace rights shall remain with the Developer unless allotted against consideration. No further construction/ modification is permissible over the roof/ terrace of the flat. The Allottee shall have no objection if the developer gives on lease or hire any part of the top roof/ terraces above the top for installation and operation of antennae, satellite dishes, communication towers etc.

**21.** That in the event, the developer is able to get additional/ purchasable FAR or it becomes possible to raise further construction then additional construction shall be made on the already approved towers/ blocks and not in the open area and the developer shall be entitled to get the electric, water, sanitary and drainage, system of the additional construction thereof connected with the already existing electric, water, sanitary and drainage system in the complex. The Allottee hereby agrees not to object to any of such construction activities carried in the building/ complex.

**22.** (a) That in order to provide necessary maintenance services, the Developer may, upon the completion of the Complex. Hand over the maintenance of the Complex to any individual, firm, body corporate, association etc. (hereinafter referred to as "Maintenance Agency") as the Developer in its discretion may deem fit. The Allottee shall be liable to make payment of maintenance charges to the Developer or maintenance agency. In case of failure of Allottee to make payment of maintenance charges within stipulated period, interest at the rate of 18% per annum, shall be charged to the Allottee. If payment is delayed beyond 3 months then the maintenance services may be discontinued besides of taking of other measure to recover the same.

(b) That the Allottee shall keep with the Developer an Interest Free Maintenance Security (IFMS) Deposit in order to secure adequate provision of the maintenance services and due performance of the Allottee in paying promptly the maintenance charges as raised by the maintenance agency. A separate maintenance Agreement between the Allottee and the Developer/maintenance agency shall be executed at the time of possession. The Developer shall transfer the IFMS to Association of Flat Owners, after adjusting there-from all outstanding maintenance charges against the flat.

(c) That the structure of the Complex Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Developer or the maintenance agency on behalf of the Allottee and the cost thereof shall be payable by Allottee as the part of the maintenance bill raised by the maintenance agency but contents inside each Flat shall be insured by the Allottee at his own cost. The Allottee shall not do or permit to be done any act or thing which may render void or void able insurance of any Flat or any part of the Complex Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.

23. That the Allottee shall become member of recreational in-house Club and shall pay the charges/fee regularly, as may be applicable. The Club Shall be managed by the Developer and / or its nominee as the case may be. The membership of the club shall be confined to the residents/owners only and shall not be extended to outsiders.

24. That the said Complex shall always be known as "Royal Greens, Moradabad" and this name shall never be changed by the Allottee or anybody else.

25. That the Developer shall have the first lien and charge on the flat, in the event of the Allottee parting with any interest therein, for all its dues that may become due and payable by the Allottee to the Developer under this Agreement.

26. That the terms and conditions contained herein shall be binding on the Occupier of the flat and default of the Occupier shall be treated as that of the Allottee, unless context requires otherwise.

27. That notwithstanding the facts that a portion of the common area has been included for the purpose of calculating the saleable Super area of the flat, it is repeatedly and specifically made clear that it is only the inside space in the flat that has been agreed to be sold and the inclusion of the common areas in the computation does not give any divisible right and title therein to the Allottee. The Allottee shall have no right in any commercial premises, building, shops etc. constructed in the Complex and the Developer shall be free to dispose off the same on such terms and conditions as it may deem fit.

28. That if the Developer or the Maintenance Agency decides to apply for and thereafter receives permission from such body/Commission/ Regulatory/ Licensing Authority constituted by the State Government for such purpose, to receive and distribute bulk supply of electrical energy in the complex, then the terms contained under the agreement shall apply to such distribution. The bill for such supply of electricity shall be generated by the Developer or nominated agency on a monthly basis and shall be paid by the Allottee within 7 days thereof.

29. That delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to Allottee shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Developer to enforce this agreement.

30. That in case the allottee wants to avail loan facility from financing bodies or his employer to facilitate the purchase of the flat, the developer shall facilitate the process subject to the conditions that the terms of the financing agency shall exclusively be binding and applicable upon the allottee only. The responsibility of getting loan sanctioned and disbursed as per the developer payment schedule will rest exclusively on the allottee.

31. That, if any provision of this Agreement is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with other terms. It shall not render this Agreement void in any circumstances. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this agreement, the terms and conditions contained in this Agreement shall prevail and be binding on both the parties.

32. That the Allottee shall get his complete address registered with the Developer at the time of booking and it shall be his responsibility to inform the developer by Registered A/D letter about all subsequent changes, if any, in his address. In case of change of address is not reported to the developer, any letter/notice sent at the registered office shall be considered to have validly delivered. The address given in the Application Form for allotment of the flat shall be deemed to be the registered address of the Allottee until the same is first Allottee shall be sufficient. All letters, receipts, and/or notices issued by the Developer or its nominees and dispatched by Registered Post to the last known address of the Allottee shall be sufficient proof of receipt of the same by the Allottee.

33. That for all-purpose, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have modified and read suitably whenever Allottee is a joint stock Developer, a or any other body corporate or organization or an association.

34. That if at any stage this document requires to be registered under any law or necessity, the Allottee binds himself and agrees to register the same through the Developer in his favour at his own cost and expenses and keep the developer fully absolved and indemnified in this connection.

35. All or any dispute arising out of or touching upon any term(s) of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Moradabad. The sole Arbitration shall be appointed by the Developer, whose decision shall be final & binding on both parties. Subject to arbitration, the court at Moradabad and the High Court of Judicature at Allahabad shall have the exclusive jurisdiction to adjudicate upon any dispute between the developer and the Allottee.

Allottee/s

Developer

IN WITNESSES WHEREOF the parties hereto have set their hands and have signed this Agreement at the place and on the day, month and year first written herein above, and in the presence of the following witness.

(i) FLAT ALLOTTEE.

SIGNED, EXECUTED & DELIVERED BY  
M/s R & A REALTECH LLP

(ii) FLAT ALLOTTEE.

(Authorised Signatory)

WITNESSES:

1. NAME:.....

Address:.....

Allottee/s

(Annexure-A)

**PAYMENT SCHEDULE**

**Plan 1 : CLP**

1	On application for Booking	10%
2	On Buyer Builder's agreement	10%
3	On casting of Ground Floor roof slab	10%
4	On casting of 3 <sup>rd</sup> Floor roof slab	10%
5	On casting of 5 <sup>th</sup> Floor roof slab	10%
6	On casting of 7 <sup>th</sup> Floor roof slab	10%
7	On casting of 10 <sup>th</sup> Floor roof slab	15%
8	On brick work & plaster	10%
9	On finishing	10%
10	At the time of offer of possession	5%+PLC& OTHER CHARGES

Other charges shall be paid within 30 days of possession intimation letter under the above payment plan/s  
(Services tax and other Government Taxes as imposed from time to time are payable in addition to above.)

**Allottee/s**

**Annexure-B**  
**SPECIFICATIONS**

<b><u>SAFETY</u></b>	RCC framed earthquake resistant structure. Fully equipped fire fighting system.
<b><u>SECURITY</u></b>	CCTV surveillance system. Intercom.
<b><u>WATER SUPPLY</u></b>	24 hour supply. Rain water harvesting.
<b><u>ELECTRICAL</u></b>	24 X 7 power back-up with silent DG . Trasformer. Adequate light fixtures in common areas. Provision of TV/ Telephone/ AC points at appropriate places.
<b><u>LIVING &amp; DINING</u></b>	Acrylic plastic emulsion paint on walls & ceiling. Marble stone flooring in living & dining area.
<b><u>BEDROOMS</u></b>	Lminated wooden flooring / vitrified flooring. Aluminium powder coated windows with glass. Flush doors shutter, stainless steel finished premium quality fittings on doors. Built in wardrobe. Acrylic plastic emulsion paint on walls & ceiling. Provision for split AC in bedroom.
<b><u>Toilets</u></b>	Well designed bathrooms with premium quality tiles, fittings & sanitary wares. Anti-skid ceramic tiles on flooring. Stylish & designer toilet fittings.
<b><u>KITCHEN</u></b>	Elegant modular kitchen without hob & chimney. Granite working counter. Stainless steel sink with drain board. 2' high dado tiles above the counter.
<b><u>OTHER ATTRACTIONS</u></b>	Designer reception cum waiting lobby. Granite stone flooring in lift lobby. Durable all weather proof elegant exterior finish. DTH connection for each flat. Wi-fi connectivity. Secure & dedicated open and covered parking for residents. High speed elevators. Hard & soft ultra modern landscaped garden area. Elegant pop finishing with pleasing shades of plastic paint in all rooms.

## Assignments and Endorsements

### 1. First Transfer

<p><b>I/We hereby assign all the rights and Liabilities under this Agreement in favour of .</b></p> <p>.....</p> <p>.....</p> <p>.....</p>	<p><b>I/We hereby accept all the rights and liabilities under the Agreement assigned in my/our favour by:</b></p> <p>.....</p> <p>.....</p> <p>.....</p>
<b>TRANSFEROR</b>	<b>TRANSFEE</b>
<p><b>The above Transfer is hereby confirmed.</b></p>	
Date.....	<p><b>Authorized Signatory</b></p> <p>M/s .....</p>

**2 Second Transfer**

<p><b>I/We hereby assign all the rights and Liabilities under this Agreement in favour of .</b></p> <p>.....</p> <p>.....</p> <p>.....</p>	<p><b>I/We hereby accept all the rights and liabilities under the Agreement assigned in my/our favour by:</b></p> <p>.....</p> <p>.....</p> <p>.....</p>
<b>TRANSFEROR</b>	<b>TRANSFEE</b>
<p><b>The above Transfer is hereby confirmed.</b></p>	
Date.....	<p><b>Authorized Signatory</b></p> <p>M/s .....</p>