

 **ramprastha**  
**greens**  
Vaishali



# PLATINUM HEIGHTS

RAMPRASTHA URBAN DEVELOPMENT PVT. LTD.

FLAT BUYERS AGREEMENT

KINDLY AFFIX

A ₹100/-

NON JUDICIAL

STAMP PAPER

# **FLAT BUYERS AGREEMENT**

This Agreement made at Delhi on this \_\_\_\_\_ day of \_\_\_\_\_ between  
"M/s RAMPRASTHA URBAN DEVELOPMENT PRIVATE LIMITED", a company registered under the  
Companies Act, 1956 having its office at B-23/25, Kailash Colony, New Delhi-110048 hereinafter referred  
to as the "RUDPL" or "Company" (which expression shall, unless repugnant to the context or meaning  
thereon, be deemed to include its successors, executors and assignees) through its duly authorised  
signatory

Mr./Mrs. \_\_\_\_\_

S/W/D of \_\_\_\_\_

on the ONE PART.

And

## **(FOR INDIVIDUALS)**

1. Mr./Mrs/Ms \_\_\_\_\_

2. Mr./Mrs/Ms \_\_\_\_\_

3. Mr./Mrs/Ms \_\_\_\_\_

Resident of \_\_\_\_\_

(Hereinafter singly/jointly, as the case may be, referred to as the "Provisional Allottee" which expression  
shall, unless repugnant to the context or meaning thereof, be deemed to include his/her/their heirs,  
executors, administrators, legal representatives, successors and permitted assignees) of the OTHER PART.

**(FOR PARTNERSHIP FIRMS)**

M/s \_\_\_\_\_  
a partnership firm duly registered under the Partnership Act through its partner  
Mr./Mrs. \_\_\_\_\_  
Resident of \_\_\_\_\_  
duly authorized by resolution dated \_\_\_\_\_ hereinafter referred to as the  
"Provisional Allottee" (which expression shall unless repugnant to the context or meaning Thereof, be  
deemed to include all the partners of the partnership firm and their heirs, legal representatives,  
administrators, executors, successors and permitted assignees) of the 'OTHER PART' (copy of the  
resolution signed by all Partners required and to be appended).

**(FOR COMPANIES)**

M/s \_\_\_\_\_  
a company registered under the Companies Act, 1956 having its Registered/Corporate Office  
at \_\_\_\_\_ through  
its duly authorized signatory Mr./Mrs. \_\_\_\_\_  
authorised by Board Resolution dated \_\_\_\_\_ (hereinafter referred to  
as the "Provisional Allottee" which expression shall unless repugnant to the context or meaning thereof,  
be deemed to include its heirs, executors, administrators, successors and permitted assignees) of the  
'OTHER PART' (a copy of Resolution of the Board along with a certified copy of Memorandum & Articles of  
Association is appended herewith).

## AGREEMENT DETAILS

### PLOT DETAILS

1. Whereas the company is owner/empowered owner and in possession of freehold land as per joint development agreement dated 18<sup>th</sup> June 2011 admeasuring 14,790.00 Sq. Mtrs. situated at Vaishali Extension, Village PrehladGarhi, District Ghaziabad (Uttar Pradesh) and the said plot is located within the Ramprastha Greens Area.
2. On the said plot, Company has planned to build multi-storied flats under the name and style of Housing Scheme called '**PLATINUM HEIGHTS**'.
3. The roof right for the purpose of the proposed group housing project shall remain with the Company and no Allottee(s), in particular to the all Allottee(s) of the last storey shall have any right to the open roof in any manner what so ever, including use and occupation of the same.
4. AND whereas the Allottee(s) after having inspected and being fully satisfied with the tentative construction plans, permissions, specifications and ownership records with regard to the aforesaid Housing Scheme/Project of the Company, has applied with the Company for the allotment and booking of a residential flat, subject to the terms & conditions hereinafter referred, to be observed, performed and fulfilled by the Allottee(s).
5. AND WHEREAS, the Company on the basis of the said application of the Allottee(s) and relying on the information submitted therein, has agreed to provisionally allot/reserve a residential flat to the Allottee(s), on the terms and conditions mentioned herein below:

## **NOW THIS AGREEMENT WITNESSTH AS UNDER**

### **DEFINITIONS**

The terms and expressions stated herein below and used in this agreement shall have the following meaning and contents:

**ALLOTMENT:** "Allotment" means a written communication issued by the Company and addressed to the Allottee(s), confirming acceptance of the application for booking of the Flat in the said housing scheme, on the terms & conditions contained in the Agreement executed between the Allottee(s) and the Company.

**AREA:** "Area" means the total area of the individual flat, which is commonly known as Super Area, which comprises the covered areas, areas under walls, full area of balconies, cupboards etc. together with proportionate share in the common facilities/area, such as area under stair cases, lifts, lobbies, entrance and exits of the building, water supply arrangements, storage tanks and installation such as power, light and sewage etc. and including all easement rights attached to each individual flat.

**COMPANY:** "Company" means **M/s RAMPRASTHA URBAN DEVELOPMENT PRIVATE LIMITED**, having its Registered Office at B-23/25, Kailash Colony, New Delhi-110048 are the promoters of the aforesaid Housing Scheme called '**PLATINUM HEIGHTS**'.

**FLAT:** "Flat" means an independent dwelling unit comprising of drawing-cum dining, bed rooms, toilets, kitchen, store, balconies etc. as per the description and details of its category mentioned in the Application Form, of the area specified. The Company will not make any construction on behalf of Allottee(s) and all the constructions made by the Company will be on its own account in accordance with the layout and sanctioned maps approved by the GDA.

**PAYMENT SCHEDULE:** "Payment Schedule" means the payment plan adopted/to be adopted by the Allottee(s) for payment of the price of the Flat and other charges/dues connected therewith and referred to the period within which such payments shall be made to the Company.

**PRICE:** "Price" means the total price of the Flat payable by the Allottee(s) towards the purchase of the Flat as the total cost of the same which shall be the basis for payment of stamp duty for registration of the Sale Deed.

**SUPER AREA:** "Super Area" means the total area comprising of covered area and the proportionate common area, on the basis of which cost/price of the flat has been calculated at the specified rate of per sq. ft.

**TRANSFER:** "Transfer" means the Deed of Conveyance/Sale granting ownership rights/ title and interest in the flat allotted, with proportionate rights in the common area. But it shall not include rights of the Company to carry out further construction incase of any changes in F.A.R. Club, Swimming Pool, open Spaces, parks, parking amenities, health club, shopping centres and other facilities & amenities which will be sole ownership of the Company who will have the authority to charge cost for such facilities or/and dispose off these assets stated above in the manner deemed fit by the Company.

**NOW THEREFORE THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND  
DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**ALLOTMENT OF THE FLAT**

6. The Company has made provisional allotment of a residential flat to the Allottee(s) on the basis of his application dated \_\_\_\_\_ for the purchase of the same.
7. That as per the allotment, the description of the Flat is as under:
  - Flat No. \_\_\_\_\_
  - Floor \_\_\_\_\_
  - Category of Flat \_\_\_\_\_ Bedroom Flat
  - Servant Room  Yes  No
  - Area \_\_\_\_\_ Sq. ft. (approx.)
8. The allotment of the Flat made by the Company is provisional and same shall become absolute on payment of the entire sale price by the Allottee(s) and performance of all other terms & conditions as incorporated herein, including execution of the Sale Deed.
9. The allotment made in the name of the Allottee(s) is not liable to be transferred in the name of any other person.

## AREA OF THE FLAT

10. The area of the Flat allotted to the Allottee(s) is tentatively \_\_\_\_\_ Sq. ft. as per the construction plan.
11. The area of the Flat referred in the preceding Clause is a Super Area which includes both covered area as well as common area.
12. The Company shall ensure adherence to the area specified herein. However, during the course of construction if necessary for reasonable reasons, the area of the Flat allotted can be increased/decreased due to unavoidable exigencies.
13. The variation in area for the reason stated above, will not entitle the Allottee(s) in any manner to question the same and repudiate/rescind the agreement.
14. The cost of the Flat shall accordingly be modified on the basis of variation in the area of the Flat upwards or downwards.

## PRICE

15. The Company has notified to the Allottee(s) the Total Price/cost of the Flat so booked/reserved which comes to ₹ \_\_\_\_\_ Rupees (in words) \_\_\_\_\_ which includes basic price. The Allottee(s) shall apply and pay the cost for the use of the Servant Room subject to availability. The Car Parking space(s) shall be allotted to the Allottee(s) at the time of handing over of Possession of the Flat. The Allottee(s) shall use the said space for parking of vehicle only.
16. The Price/cost so fixed by the Company shall remain unchanged and the same is not subject to any escalation.
17. The total price/cost of the Flat, however, shall not include the following:
  - (a) All levies, taxes, fees, charges etc. to be imposed by the Central Government/State Government and other local bodies from time to time.
  - (b) All costs of installation of electricity & water connections & security deposits payable to the Electricity Board and/or Municipal Bodies.
  - (c) All charges payable to the agency assigned with the work of maintenance of the Housing Complex, including the interest free maintenance security of ₹ 50/- per sq.ft.

- (d) All cost of stamp, transfer duty and registration charges etc. for transfer/sale of the Flat in favour of the Allottee(s).
- (e) That all cost of stamp, transfer duty and registration charges etc. shall be borne and payable by the Allottee(s) at the time of execution of Sale Deed.

## **POSSESSION**

- 18. The Company expects to complete the construction within 40 months from the date of commencement of construction.
- 19. That Company is hopeful that the possession of the Flat shall be handed over as per the Schedule Time of 40 months.
- 20. That the Company shall not be liable, if the construction is delayed for the reasons of force majeure, such as war, civil riots, disturbances, earthquakes, floods, natural calamities etc. and other supervening impossibilities.
- 21. The Company shall hand over the possession of the Flat to the Allottee(s) only after, payment of all the dues is made by the Allottee(s). The company shall have the right to refuse possession, if payment of entire dues is not made.

## **PAYMENT PLAN**

- 22. All the payments shall be made by the Allottee(s) strictly as per Schedule of Payment by demand draft or crossed cheques in the name of the Company. Out station cheques shall not be entertained.
- 23. The Allottee(s) shall maintain the Schedule of Payment strictly and scrupulously.
- 24. The Allottee(s) shall not have any right to seek any change or extension in the Schedule of Payment for any reason whatsoever.
- 25. That if the Allottee(s) commits breach or default of Schedule of Payment, Allottee(s) shall become liable for cancellation of the Flat and in that event the Company may refund the payment received, subject to deduction of Earnest Money without any interest thereon.

26. The Company may, at its absolute discretion, accept delayed payments, on being shown sufficient cause by the Allottee(s) for such delays. However, the Allottee(s) shall be liable to pay interest @ 15% per annum on such late payments, but no late payment shall be accepted beyond a period of three months from its due date.

### **SALE/CONVEYANCE DEED**

27. On payment of the sale price and all other charges by the Allottee(s), the Company shall execute or cause to be executed Sale Deed/Conveyance Deed in favour of the Allottee(s) in respect of the aforesaid Flat.

### **CANCELLATION OF ALLOTMENT**

28. The allotment of the Flat in favour of the Allottee(s) is liable to be cancelled on happening of the occurrences referred herein below.

- If the Allottee(s) defaults in payment of the sale price as per the payment schedule/ plan of payment opted. It is made clear that timely payment is the essence of the contract.
- If the Allottee(s) fails or neglects to comply with all the terms & conditions of this Agreement.
- If the Allottee(s) fails or neglects to come forward to execute the sale/conveyance deed with the Company in respect of the flat allotted.
- If the Allottee(s) fails or neglects to sign the Agreement with the agency appointed by the Company for maintenance of the Housing Complex.
- If the Allottee(s) transfers his/her/their rights in the Flat to any third person in any manner whatsoever including assignment or mortgage without prior approval of the Company.

### **TRANSFER OF ALLOTMENT**

29. Ordinarily transfer of booking by the Allottee(s) shall not be permitted.

30. However, the Company at its absolute discretion may allow the transfer of booking in genuine cases only, subject to payment of transfer charges.

31. The transfer charges payable, in the case of transfer allowed shall be @ 5% of the total Price/cost of the Flat and shall be payable either by the original Allottee(s) or Transferee(s).

## **COMMON FACILITIES**

32. The Company shall provide common facilities for the benefit of all the Allottee(s) which will include the following:
  - Installation of three lifts in each block.
  - Installation of fire fighting system.
  - Installation of stand-by generators for running the lifts, tube well, water pumps and common services.
  - Power Back-up facilities of minimum 1KVA for individual flat.
33. The Company shall be responsible for providing internal amenities within the peripheral limits of the said complex which inter alia include (1) Laying of roads, (2) laying of waterlines, (3) laying of sewer lines and (4) laying of electric lines. However, it is understood that, external or peripheral services, such as water, sewer, storm water drain, roads etc. Electricity, horticulture is to be provided by the government or the concerned local authority up to the periphery of the complex.
34. Common passage will be used for ingress and outgress and no hindrance, obstruction shall be created in any form by placing articles in the common area.

## **ADDITIONS OR ALTERATIONS**

35. No Allottee(s) shall have the right to make any structural changes in the Flat in any manner whatsoever and Allottee(s) shall ensure that the original structure is maintained so as to avoid any danger or damage to the constructional features of the building as well as adjoining flats.
36. Neither the Provisional Allottee(s) nor occupier of his/her/their Flat can put up any name or sign board, publicity or advertisement material outside his/her/their flat or anywhere in the common areas without prior permission of the company or its nominee in writing. However the Provisional Allottee(s) may put up the nameplate of standard size depicting his/her/their name only on the Entrance Door of the House or on the specially designated space for the purpose.
37. The Allottee(s) shall also not make any additions/alterations in the Flat so as to change the original designs of the bedrooms, kitchen, toilets, drawing-cum-dining, store, balcony and common areas etc.

38. The Allottee(s) shall also not cover particularly the balconies and open areas by any kind of permanent or temporary structures, so as to ensure that the exteriors and external appearance of the Housing Complex remains uniform and the beauty of the building is not tainted with.

### **FORFEITURE OF EARNEST MONEY**

39. The company shall have the right to forfeit the earnest money (which is equal to 10% of the Price of the Flat) incase the Allottee(s) opts for cancellation of booking.

40. On cancellation at the request of the Allottee(s), the amount shall be refunded, after deduction of the earnest money as indicated above, without any interest thereon and Allottee(s) shall have no claim over the cancelled Flat. The Flat once cancelled, shall not be revived.

41. The Company shall also have the right to cancel the booking incase Allottee(s) defaults in making payment as per Payment Schedule agreed upon between the parties. On cancellation the amount paid by Allottee(s) shall be refunded without interest thereon after deduction of earnest money, which is equivalent to 10% of the Price of the Flat.

42. The Company shall have the right to cancel the booking if company finds the Allottee(s) is not acceptable for any reason whatsoever.

### **PROVISIONS FOR COMMON MAINTENANCE**

43. The Company shall have the right, either to do itself or to appoint an agency for maintenance of the entire housing complex and common facilities such as maintenance of lifts, power back-up, electrical sub-stations, up-keep of common areas, stair case, security guards etc. Initially maintenance shall be undertaken by the Company and thereafter the work of maintenance may be assigned to a separate and independent agency as the case may be. Every Allottee(s) shall pay an interest free security deposit of ₹ 50/- per sq. ft. to the Company for capital maintenance account besides monthly maintenance charges. The security amount shall subsequently be transferred to the agency as the case maybe.

44. For the purpose of provisions of common maintenance, the Allottee(s) shall execute a separate agreement either with the Company or its appointed agency, agreeing to pay the maintenance charges for such provision and observance of all the rules/terms & conditions so contained in the said Agreement so as to ensure the proper and best security and maintenance of the entire housing complex.
45. An average Allottee besides payment of monthly maintenance charges shall be required to deposit an interest free maintenance security deposit at the time of offer of possession.
46. Besides maintenance of the housing complex the Allottee(s) shall also be liable to pay the charges monthly/annually as may be fixed by **M/s Ramprastha Urban Development Pvt. Ltd.** for maintaining the roads, street lights, sewage & water pipelines, central park and other similar civic amenities in the entire housing complex of which the housing project of the Company shall be part of it till the handing over of the complex to the municipal committee or any other equivalent authority.
47. Besides provisions for common maintenance and security, additional facilities may also be provided on the suggestions of Allottee(s) from time to time on payment basis.
48. The Allottee(S) shall be liable to pay the maintenance charges to the company or agency as the case may be from the date of issue of letter of possession to the Allottee(s) and the Allottee(s) undertake to pay the same promptly.
49. That as and when any plant and machinery within the said building/complex, as the case may be including but not limited to Lifts, DG Sets, Electrical Sub-Station, Pumps, fire fighting equipment any other plant/equipment of capital nature etc. require replacement, up gradation, addition the cost thereof shall be contributed by the Allottee(s) proportionately to the area of the Flat.

## ARBITRATION AND DISPUTES

50. That in case of any disputes between the Company and the Allottee(s) on any of the Matter(s) or issue(s) pertaining to the subject matter of this Agreement or interpretation of any term of this Agreement or any difference/dispute arising with regard to the booking, possession, construction area, quality of material, workmanship, fixtures & fittings and common area facilities etc. the same shall be referred to the sole arbitrator for adjudication to be appointed by the Company.
51. The award so given by the arbitrator shall be final and binding on both the parties.

### **FIRST/SOLE APPLICANT**

Name:

Signature:

### **SECOND APPLICANT**

Name:

### **WITNESS**

1.

Signature:

### **THIRD APPLICANT**

Name:

2.

Signature:

**For M/s RAMPRASTHA URBAN DEVELOPMENT PVT. LTD.**

Director:

Signature:

## ANNEXURE – I

### SPECIFICATIONS

|                            |   |
|----------------------------|---|
| <b>FLOORING</b>            | Vitrified Tiles/Wooden Flooring in Bedrooms and Living/Dining/Lobby. Anti-Skid tiles in Balconies/Terraces, Kitchen and Toilets.  |
| <b>INTERNAL FINISH</b>     | P.O.P. cornices and Acrylic Emulsion in all Bedrooms and Living/Dining/Lobby.   |
| <b>DOORS &amp; WINDOWS</b> | Teakwood Panel Door for main Entrance, Skin moulded shutters/ Flush door shutters for other doors. Powder coated Aluminium windows and glazing.                           |
| <b>WOODWORK</b>            | Wooden Cupboards in all Bedrooms and Modular Kitchen  |
| <b>KITCHEN</b>             | Granite top working platform, stainless steel sink with drain board, Ceramic tiles above working platform up to maximum 2 feet.   |
| <b>TOILETS</b>             | Shower Partition in master bathroom, Ceramic tiles up to ceiling, European WC, branded CP fittings, provision for hot and cold water supply.                              |
| <b>ELECTRICAL</b>          | Split air conditioners in all Bedrooms and Living Room, Modular type switches & sockets, Copper Wiring, Provision for T.V. and Telephone points in Living room & Bedrooms |
| <b>SECURITY SYSTEM</b>     | CCTV for basement parking and Entrance Lobby at Ground Floor, Intercom facility*  |
| <b>SUPERSTRUCTURE</b>      | Earthquake-Resistant RCC frame structure.   |

#### NOTE:

1. Colour & design of tiles and motifs can be changed without prior notice.
2. Variation in colour and size of vitrified tiles/wooden laminate/granite may occur.

\* On payment basis.

## ANNEXURE – II

### SCHEDULE OF PAYMENT

Name of First Allottee \_\_\_\_\_

Name of Second Allottee \_\_\_\_\_

Name of Third Allottee \_\_\_\_\_

Project & Location

#### **PLATINUM HEIGHTS**

Ramprastha Greens, Vaishali Extension, Ghaziabad, U.P.

Unit \_\_\_\_\_ Type Unit comprising of Drawing cum  
Dining + \_\_\_\_\_ Bedrooms + \_\_\_\_\_ Toilets +  
1 kitchen + \_\_\_\_\_ Balconies.

Flat No. \_\_\_\_\_

Floor \_\_\_\_\_

Super Area of Unit \_\_\_\_\_ Sq. Ft.

Payment Plan Down Payment/Interest Free Construction Link Plan.

#### STATEMENT OF AMOUNT PAYABLE

Basic Sale Price ₹ \_\_\_\_\_

Servant Room ₹ \_\_\_\_\_

Car Parking ₹ \_\_\_\_\_

Total Amount Payable ₹ \_\_\_\_\_

Interest Free Maintenance Security ₹ \_\_\_\_\_

Net Amount Payable ₹ \_\_\_\_\_ (In Words) \_\_\_\_\_

## ANNEXURE – III

### PAYMENT PLAN

#### DOWN PAYMENT PLAN

| S. No. | Installments                       | Apartment (₹) | Total (₹) |
|--------|------------------------------------|---------------|-----------|
| 1.     | On Booking                         |               |           |
| 2.     | Within 60 Days of Booking          |               |           |
| 3.     | At the time of offer of Possession |               |           |
|        | <b>TOTAL</b>                       |               |           |

#### CONSTRUCTION LINKED PAYMENT PLAN

| S. No. | Installments | Apartment (₹) | Total (₹) |
|--------|--------------|---------------|-----------|
| 1.     |              |               |           |
| 2.     |              |               |           |
| 3.     |              |               |           |
| 4.     |              |               |           |
| 5.     |              |               |           |
| 6.     |              |               |           |
| 7.     |              |               |           |
| 8.     |              |               |           |
| 9.     |              |               |           |
| 10.    |              |               |           |
| 11.    |              |               |           |
| 12.    |              |               |           |
| 13.    |              |               |           |
| 14.    |              |               |           |
| 15.    |              |               |           |



**Ramprastha Urban Development Pvt. Ltd.**

**Registered Office :** 8/23-25 Kailash Colony, New Delhi - 110048

**Marketing Office :** Ramprastha Greens, Vaishali Extension, Ghaziabad 201010

**Tel :** 0120-4557887, 0120-3246261, 0120-4086444

**Email :** info@rudpl.com

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