

ALLOTMENT CUM FLAT BUYER AGREEMENT

THIS AGREEMENT is made at Noida on this

BETWEEN

M/s. Morpheus Developers Pvt. Ltd., a Company duly constituted and registered under Companies Act, 1956, having its registered office at : House No.-1, Shiv Mandir Wali Gali Maujpur Delhi-110032, 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, demerged director/authorized signatory Mr. Prithvi Raj Kasana duly

authorized by board resolution of the ONE PART;;

AND

I. FOR INDIVIDUALS/JOINT PURCHASERS

**a Mr.
S/O
R/O**

**b Mr.
S/O
R/O**

(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.

II. FOR PARTNERSHIP FIRMS

****M/s. N/A , A partnership firm duly registered under the Partnership Act through its authorized representative/ partner Sh./ Smt. N/A (hereinafter referred to as the ‘Allottee’ which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership and their heirs, legal representatives, administrators, executors, nominees, successors and permitted assigns) of the OTHER PART AND WHEREAS the Partnership Firm is competent to enter into this Agreement.**

III. FOR COMPANIES

**** M/s. N/A a Company registered under the Companies Act.1956, having its registered office at N/A through its duly authorized signatory N/A authorized by Board Resolution dated N/A (hereinafter referred to as the “Allottee” which expression shall unless repugnant to the context or meaning thereof , be deemed to include its administrators , successors in interest, nominees and permitted assigns) of the OTHER PART.**

DEVELOPER’S REPRESENTATIONS:

A. WHEREAS M/S Morpheus Developers Pvt. Ltd. has acquired right, title and interest in Group Housing Plot No. GH-16 A, Sector-1, Greater Noida (West) from Greater Noida Industrial Development Authority, vide Sub Lease Transfer Deed, dated 18-06-2014, entered in Book No. 1, Volume No. 16160,, pages 245 to 260, registered at S. No.

19148 which was recorded in the books of Greater Noida Industrial Development Authority vide Letter no. 1621, dated 20-08-2014. And Morpheus Developers Pvt. Ltd is duly empowered to develop/build flats and allot, enter into agreement to sell/sub-lease the flats within the Group Housing Complex.

A. AND WHEREAS the Developer shall develop the said Plot of Land by constructing thereon a Group Housing complex known as "MORPHEUS PRATI KSHA" in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities.

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 " MORPHEUS PRATI KSHA " 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 of the Lease Deed executed by GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY (GNIDA). 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.

AND WHEREAS the Allottee has agreed to the terms and conditions as set out in the Application for the allotment of a Residential Flat with/without Parking Space details of which are given as under: -

Unit No:	Floor -:
Type -:3BHK+3Toilet+Utility Area	Tower/Block-:
Super Area :	

S.No.	Particulars	Amount
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Basic Sale Price (“BSP+PLC”)(A) Rs. /-

OTHER CHARGES

S.No.	Particulars	Amount
1	Lease Rent	
2	External Electricity Charges	
3	Fire Fighting Charges	
4	IFMS	
5	EDC/IDC	
6	Power Backup	
7	Club Membership	
8	1 Covered Car Parking	

Total Other Charges (B): Rs

Payment Details

S.No.	Receipt No.	Receipt Date	Mode of Payment	Cheque No.	Cheque Date	Amount	Service Tax	Total Amount

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. the Developer hereby agrees to sublease/transfer the Flat and the Allottee hereby agrees to take the Flat on sublease as described in this Agreement in the said Complex as per the plans and specifications indicated in the Annexure A & C and accepted by him for a 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 the 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 providing electric wiring and switches in the flat however the total price does not include the cost of electric fittings, fixture, electric 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 hereby 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 lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts, service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to, lift area, machine/pumping set room, security /fire control rooms, maintenance offices / 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 super area to extent of $\pm 3\%$, there shall be no

adjustment in the price of the flat. However, any major alteration/modification resulting in more than $\pm 3\%$ change in the super area of the apartment, anytime prior to and upon the possession of the apartment, the Builder shall intimate to the intending allottee(s), in writing, the changes thereof and the resultant change, if any, in the price of the apartment to be paid by him/her and the intending allottee(s) agrees to inform the Builder in writing his/her consent or objection to the builder within 30 days from the date of such notice failing which the intending allottee(s) shall be deemed to have given his/her full consent to all the alterations/modification. If the intending allottee(s) give his/her non-consent/objection then the allotment shall be deemed to be cancelled and the Builder shall refund the entire money received from the intending allottee(s) without making/paying any deduction there from and interest thereon. The intending allottee(s) agrees that any refundable/payable amount (without any interest) at the rate per sq. feet as mentioned in the application/ allotment letter.

6. That the building shall be earthquake resistant as per existing codes in force. The Fire Fighting Equipment and / or preventive measures in the common area of the Complex shall be provided as per the existing Fire Fighting Code/Regulations 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 phases 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 incidental/ related activities. However the Developer shall take all possible measures to segregate the developed and 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 GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY (GNIDA) to cancel the sublease. In case of cancellation of sublease deed by the GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY (GNIDA), the Developer shall not refund the money paid to it by the allottee.
10. That the Developer shall issue the intimation/demand letter to the Allottee/s for making payment of the installments, 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) in favour of "MORPHEUS Developers Pvt. Ltd " payable at Noida.
11. That the timely payment of installments 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 18.00 % 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 and the allottee thereafter shall have no charge, lien, interest, right or any other claim on the flat and 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 delayed payment within 30 days of cancellation. 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.
12. That 10% of Basic Sale Price for the flat shall be treated to be the earnest money under this agreement. In the event of failure of the Allottee to pay the installments in time as agreed herein, the Developer shall have the right to terminate this agreement and forfeit the earnest money together with any interest on delayed installments/ payment due or payable out of the amounts paid by him and the allotment of the Flat shall stand cancelled.
13. That the Allottee, if resident outside India, is solely responsible for complying with the 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 sublease 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 Sub Lease Deed/ 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 on such terms and conditions as it may deem fit including payments of administrative charges etc. Any change in name (including addition / deletion) of the Allottee 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/allottees. However, such generally common areas and facilities earmarked for common use of all 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 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/signing of agreement which may vary for \pm 6 months. That the Developer shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered by act of God, fire, Storm, flood, explosion, war, riot,**

terrorist acts, sabotage, court cases, injunctions (whether similar or dissimilar to the foregoing) not within the reasonable control of the Developer. 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.

- 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 sublease 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 sublease deed or any other documents shall be payable by the Allottee. The Allottee will be entitled to possession of the flat only after sublease 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 in respect of any item of work which may be alleged not to have been carried out/ completed in the flat or for any reason whatsoever. If the Allottee fails to take over the Flat as afore within the time limit, the Allottee shall pay to the Developer holding charges at the rate of Rs. 5/- (Rs. Five Only) per sq. ft. of the super built-up area per month of the flat along with the minimum applicable maintenance charges.
- c. In case of delay in construction of the Flat for reasons other than force majeure condition, the Developer shall pay a sum at the rate of Rs. 5/- (Rs. Five only) per sq. ft. of super area per month for the delayed period, which shall include of any/all damages, compensation, claims for delayed possession provided that all due installments from the concerned allottee(s) were received in time and he/she have complied with requisite formalities viz. obtaining NOC from the Accounts Department of the Company, Registration of Sub-Lease etc.
- d. 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 additions or alterations 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 change 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 floor 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 on 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 18.00 % 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 measures 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 at the time of handing over of maintenance to the Association of Flat Owners, after adjusting there-from all outstanding maintenance charges against the flat.

- c. That the Developer or Maintenance Agency and their employees shall be permitted at all reasonable times to enter into the Flat for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the maintenance of the Complex. However, in case of urgency or exigency, the Developer or Maintenance Agency employees may break open the door, windows etc. of the flat in order to prevent any further damages to the life /property in the flat /Building/Complex and the Allottee hereby agrees that such actions of the Developer/Maintenance Agency is fair and reasonable and he undertakes to not to raise any objection to such action.
 - d. 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 voidable 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 "MORPHEUS PRATIKSHA " 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 fact 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 avails 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. 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 changed in the manner aforesaid. In case of joint Allottee, all communication sent by the Developer to the 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 purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also deemed to have been 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 to 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 Delhi/New Delhi. The sole Arbitrator shall be appointed by the Developer, whose decision shall be final & binding on both parties. Subject to arbitration, the courts at GautamBudh Nagar and the High Court of Judicature at Allahabad shall have the exclusive jurisdiction to adjudicate upon any dispute between the Developer and the Allottee.**

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 witnesses.

(i) FLAT ALLOTTEE.

SIGNED, EXECUTED & DELIVERED BY
M/s. Morpheus Developers Pvt. Ltd.

(ii) FLAT ALLOTTEE.

(Authorised Signatory)

WITNESSES:

1. Name: _____

Address: _____

2. Name: _____

Address: _____