

ALLOTMENT/AGREEMENT IN KANHA TULSI HEIGHT'S

THIS AGREEMENT IS MADE on this **2023** between **M/S SHREEBANKE BIHARI BUILDHOME PVT LTD** a Private Limited company Registered under companies act, 2013 having Company Identification Number: U70109DL2012PTC246692, having its registered office at **A-58, G.NO.-2, JOHRIPUR EXTN KARAWAL NAGAR, NORTH EAST, DELHI -110094** through its duly authorized signatory hereinafter referred to as the "Company", which term shall unless repugnant to the context shall mean and include its successors, administrators and assigns, of the Party at the First Party

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(Hereinafter referred to as the "Allottee" which terms shall unless repugnant to the context shall mean and include his/her heirs' representatives, successors, executors, administrators and assigns),
of the Party at the First Party

- 1) In response to the application of the Allottee, the Company has subject to the terms & conditions, allotted to Allottee a **Villa No.** Measuring area as **Sq. Mtr.** at the site of : **"KANHA TULSI HEIGHT'S" KHASRA NO. 1091 & 1092, MAUZA SUNRAKH BANGER, MATHURA (UP) -281121** subject to the terms & Conditions referred here in after
- 2) The above mentioned Villa is a part of **Khasra No.** In MAUZA SUNRAKH BANGER, Mathura. The above Villa/Plot is situated inside the residential housing scheme named as KANHA TULSI HEIGHT'S, approved by M.V.D.A.
- 3) In Future, if customer requests for any change in any unit number/party name, the customer shall Liable for any impact of Taxes etc.
- 4) Area mentioned in Point No. of this agreement may vary upto + 3% (Area and cost) any change, payable in variation cost of allottee
- 5) The First party has agreed to complete the construction of allotted Villa within 24 months from (i) in case of down payment the date of full & final payment as per payment plan, (ii) in case of CLP/Flexi from the date of payment of 1st Instalment as per payment plan, The possession period clause is subject to timely payment by the allottee (s) and the allottee (s) agrees to abide by the same in the regards.
- 6) The parties agree and acknowledge that where the completion of construction and/ or the handover of the possession of the Villa is delayed by any reasons beyond the control of the Company including without limitation Force Majeure (defined below). If customer request for refund, the deposits of customers will be refunded along with simple interest @4% P ,A, if the delay in refund is more than one year from the date of each deposits Force Majeure means any event or circumstance or combination of event or circumstance whether occurred or likely to occur which satisfies any of the following conditions.
 - 1) Materially and adversely affects the project and/ or the performance of an obligation of the Company and
 - 2) Are beyond the control of the Company and includes the following events and circumstances
 - a) War (declared or undeclared), invasion, arm conflict or act of foreign enemy.
 - b) Revolution riot.
 - c) Strikes industrial disputes and/or lockout and/or interrupting supplies and services to the project.
 - d) Change in government policy, laws.

- e) Act of God or events beyond the reasonable control of the effected party like lighting Fire earthquake, flood storm, cyclone or any other similar effects
- f) Any judgment of order of any court competent jurisdiction against the Company in my proceeding
- 7) 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 Villa being imposed by any authority this allotment will be liable to be cancelled by Company 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 Company in the regard.
- 8) It is hereby agreed that the possession of the Villa shall be delivered by the Company to the allottee only upon the registration of the sale deed and subject to all dues and demands payable up to the date up such possession including as specified under this agreement together with applicable interest and all taxes
- 9) (a) The Company shall develop and construct the project in accordance with the master plan/layout plan sanctioned by MVDA however the Company shall have the right to affect suitable and necessary variation, addition, alteration, modification there in as if may in its sole discretion or on the advice of its architect deems appropriate or as may be required by any competent authority if necessary which may involve all or any of the changes namely change in area of the Villa position of unit change in numbers of Villa dimension height, location in the project.
(b) The Company shall develop and construct the project in accordance with the master plan/layout Plan sanctioned by MVDA however the Company shall have the right to affect suitable and necessary, Gate Boundary wall Park Road Sever, Sever Treatment Plant, Darn Rainwater, Rainwater Harvesting system, Pathway Electricity and etc variation, addition alteration modification and Layout extension (addition) there in as if may in its sole discretion or on the advice of its necessary which may involve all or any of the changes namely change in area and location of the project The allottee hereby gives his/her consent and No Objection Certificate (NOC) for the same
- 10) In regard to the suitability of such change the opinion of the Company and its architect shall be final and binding on the allottee further in the event that as a consequence of such changes there is any increase/decrease in the area of the Villa or it becomes preferentially located revised price and/or applicable preferential location charge shall be payable and/or adjustable without any interest accruing there on from the original price at which the Villa has been booked.
- 11) The allottee has undertaken all necessary due diligence of the Villa with respect to the title of the company and is fully satisfied that title of the company to the said Villa is marketable and that the company has right and authority to develop and construct a group scheme on the plot and sell Villa to any party
- 12) That at the option of allottee the Company shall execute a tripartite agreement with employer/bank/financial Institution's for the purpose of finance
- 13) 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 Villa from the banks/finance institutions after mortgaging the land Villa of the said

Villa however the sale deed in respect of the said Villa in the favour of allottee (s) will be executed & registered free from all encumbrances at the time of registration of the same.

- 14) The instalments due towards the payment of the Villa will be made at Intervals as laid down by the Company as per the payment schedule as per annexure. If payment is not received within the stipulated period. The Company will charge 18% interest per annum. In case of break of any terms and conditions of this agreement by the allottee or undue delay in payment the Company has the right to cancel the **allotment** and the Company shall forfeit the 10% of total money deposited by the allottee. Details of cost of property including all charge & payment received till date as under:

Payment Schedule:-		
Installment	% of Total amount	Amount in rupees
At the time of Booking	10	
At the launching of the Project	10	
At the start of foundation work of the Villa	15	
At the start of Masonry work	10	
At the start of casting of Ground floor roof of villa	10	
At the start of casting of First floor roof of villa	15	
At the start of Plaster work	15	
At the start of flooring work	10	
On offer of Possession of villa	5	
IFMS	100	

On Offer of Possession 05% GST + Society, Maintenance other than above, charge towards one time Society Charges (Rs 500/- per Sqyd.) on Plot Area plus 18% GST payable extra and all other Govt tax will be liable by allottee if introduce in between the period of allotment to on time of registry.

Note:

- (a) Any addition/change in name of Initial Allottee can be done only after paying 01% of the basic cost of the unit (Villa/House/Plot).
 - (b) The payment will be acceptable only by way of account payee Cheque/ DD in favor of **SHREEBANKE BIHARI BUILDHOME PVT LTD- KANHA TULSI HEIGHT'S-COLLECTION A/C and payable at Vrindavan**
- 15) Out the payment made by allottee a sum an equivalent to 10% of the basic sale price in respect of the Villa shall be deemed to be the earnest money which shall be non-refundable deposits and shall be forfeited by the Company in event of failure or the allottee to comply with its obligations under this agreement.
- 17) It is hereby agreed by the parties that time is the essence of the contract under this agreement and that the allottee shall make the timely payments in respect of each instalment of the consideration as per payment plan and other charges payable under this agreement in accordance with timelines indicated herein.

- 18) The party is agreeing that the allottee shall also be liable to pay maintenance charge and various other charges details this agreement all of which are distinct and separate from the consideration amount.
- 19) While calculating the sale price of the unit the Company has taken into account all applicable government charge 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 govt rates, cess charges or taxes of all or any kind 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
- 20) The rates agreed mentioned are free from any escalation by the Company but subject to escalation beyond the power and control of Company

At any time prior to the execution to sale deed the allottee may nominate a third party and may get the name of the allottee under this agreement to such third-party subject to the prior approval of Company and on clearing all dues and outstanding payable to the Company terms here of till that date.

The Company may in its sole discretion permit such substitution and assignment on such terms and conditions as the Company may fit and proper and in accordance with applicable laws including any guidelines issued by MVDA/ government authority if any in this regard

- 21) It is hereby agreed that all applicable administrative transfer charges as prescribed by Company for such substitution and assignment (including towards the execution of any agreement document as may be required under any law) together with any taxes for such substitution and assignment for the same will be to the sole account of and payable by the allottee prior to such substitution/assignment.
- 22) It is hereby agreed that subsequent to the execution of the sale deed any further transfer of the Villa by the allottee shall be subject to applicable laws in particular rules and regulations of MVDA-

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 into existence only after execution and registration of sale deed in favour of allottee and actual physical delivery of possession to allottee

- 23) Construction made by the Company shall be deemed to be made by Company at its own account in accordance with the layout and Map approved by the MVDA and for and on behalf to the allottee irrespective of payment made by allottee under agreement
- 24) That only after making the payment of all instalment any dues or any charges levied by the Company shall allow the allottee to get the sale deed executed in his favour all costs charge and expenses in connection with the stamping registering agreement deed assignments sale deeds conveyance or any other document to be executed as well as the entire professional

cost of the Company in preparing and approving said document shall be borne by the allottee

- 25) (a) 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 be at his/her risk and cost and the allottee shall be liable to pay to the Company compensation @ Rs4/- per sq. ft. of the Area as mentioned above per month for the entire period of such delay. If due to any unforeseen circumstances the Company is not in position to complete the construction within time specified in clause 5 the allottee will provide a grace period of 3 months still construction is not completed within extended period then Company will be compensation @ 3/- per sq. ft. of the area per month for the entire period of such delay after expiry of grace period.

(b.) The Company shall provide the requisite common area maintenance services within the project which shall broadly include operation and maintenance of the power backup and generator system garbage disposal of upkeep of common areas, water supply sewerage system the common areas item and draining system light facilities, internal roads (including maintenance pathway boundary wall/fencing horticulture, provision of general watch and ward the project Further it is clarified that cost of the individual electric water. Sewer connection charge provision for firefighting equipment power backup and charge of operation of generators sets usage of other facilities are not included in the basic sale price and will be chargeable extra.

- 26) The allottee will have no objection if the responsibility for maintenance of facilities provided by the Company is handed over to the society subject to the 50% occupancy of the total Villas. The Allottee shall be bound by the bye Laws Rules & Regulations laid down for by the Society" However "Society" will not have any power to sell the assets at any time Only the owners of Maharaja Dwarka Villas will be the ordinary members of the "society" The allotment letter/registry of the Villa in the name of the allottee will automatically make the purchaser allottee member of the Society and the transfer of Villa will Similarly mean cessation of the membership
- 27) When society is formed and responsibilities are handed over to the society as per clause 25, then Company is relieved automatically of its duties & responsibility The allottee shall have to pay regular maintenance charge to the Company from the date of possession of the Villa till handed over to the system from the Company to the SOCIETY
- 28) If during the period of 12 months from the date of offer letter for possession to the allottee if any construction defect is found the same shall be rectified by the Company at its own cost
- 29) (a) The allottee shall be responsible to inform the Company by registered A.D. letter about all subsequent charge if any in his/her address and other necessary information if the fails to inform the same all demand 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 in payment and other consequences that might occur there from.
- (b.) The allottee shall be required to obtain the necessary approval license and permission from any government in relation to the purchase of the Villa 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 exchange management act 1999 and/ or

any other statutory provision governing this transaction which may involve remittance of payment consideration and acquisition of immovable assets in India

- 30) Further in case any such approval license or permission is ever refused 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 or their legal heirs' transferees and assignees then such dispute shall be referred to sole arbtorator to be appoint ted 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 place of arbitration shall be at Mathura only. In witness where of the parties here to have signed Agreement on the day month and year first above written

Plot Dimension are given below:

East		
West		
North		
South		

For M/S SHREEBANKE BIHARI BUILDHOME PVT LTD

(Authorized Signatory)

(ALLOTTEE)

(CO-ALLOTTEE)

Witness (1) :

Signature

Name

Father's Name

Address

Witness (2) :

Signature

Name

Father's Name

Address