

## **ALLOTMENT/AGREEMENT IN MAHARAJA PARK**

THIS AGREEMENT IS MADE on this .....**2017** between **M/S Maharaja Realtors** a firm Registered under the Indian Partnership Act 1932, having its registered office at **2<sup>nd</sup> Floor, Maharaja Complex, Near Mandi Samiti, Sonkh Road Mathura** through its duly authorized signatory hereinafter referred to as the “Firm”, which term shall unless repugnant to the context shall mean and include its successors, administrators and assigns, **of the Party at the First Party**

.....  
.....  
(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 Second Party**.

- 1) In response to the application of the Allottee, the firm has subject to the terms & conditions, allotted to Allottee a **Villa No .....**, **Measuring area as ..... Sq. Mtr**, at the site of “**MAHARAJA PARK**” **GOVERDHAN ROAD, MATHURA** subject to the terms & Conditions referred here in after.
- 2) The above mentioned Villa is a part of **Khasra No .....**In Mauja Ganeshra, Mathura . The above Villa/Plot is situated inside the residential housing scheme named as Maharaja Park, 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 1 of this agreement may vary upto  $\pm 3\%$  (Area and cost) any change, payable in variation cost of allottee .

- 5) The First party has agreed to complete the construction of allotted Villa withi 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 1<sup>st</sup> installment 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 hand over of the possession of the Villa is delayed by any reasons beyond the control of the firm including without limitation Force Majeure (defined below), if customer requests for refund, the deposits of customers will be refunded alongwith simple interest @ 4% P.A., if the delay in refund is more than one year from the date of each deposit.

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 firm and
- 2) Are beyond the control of the firm 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 or order of any court of competent jurisdiction against the firm in my proceeding.
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- 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 firm at its sole discretion and the money deposited by the allottee will be refunded without any interest. No claims monetary or otherwise shall be raised by the allottee or accepted by the firm in this regard.
  - 8) It is hereby agreed that the possession of the Villa shall be delivered by the firm to the allottee only upon the registration of the sale deed and subject to all dues and demands payable up to the date of such possession including as specified under this agreement together with applicable interest and all taxes.
  - 9) (a) The firm shall develop and construct the project in accordance with the master plan/layout plan sanctioned by MVDA however the firm 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 firm shall develop and construct the project in accordance with the master plan/layout plan sanctioned by MVDA however The firm 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 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 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 changes the opinion of the firm 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 charges 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 housing scheme on the plot and sell Villa to any party.

- 12 That , at the option of allottee, the firm 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 firm may take construction finance/demand loan for the construction of the above Villa from the banks/financial 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 installments due towards the payment of the Villa will be made at intervals as  
) laid down by the firm as per the payment schedule as per annexure. If payment is not received within the stipulated period, the firm 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 firm has the right to cancel the allotment and the firm shall forfeit the 10% of total money deposited by the allottee. Details of cost of property including all charges & payment received till date as under

#### **Payment Plan**

Cost of Included All Charge	60,56,020/-
Cost of Semi Finished Villa	49,66,000/-
Society Charges	1,00,000/-
GST	5,95,920/-
Registry	3,94,100/-

#### **Payment Plan**

Booking Amount	10% + GST
On DPC	25% + GST
On Structure (GF)	20% + GST
On Roof cast (GF)	15% + GST
On Structure/Roof cast (FF)	15% + GST + PLC (if applicable)
Electricity/Plumbing fitting/ Flooring and Plaster	10% + GST
On Finishing/Offer of Possession	05% + GST + Society+ Maintenance

Other than above, charges towards one time Society Charges (Rs 500/- per Sqyd.)  
On Plot Area (Rs.....) payable extra and all other Govt tax will be liable  
by allottee if introduced 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

- 15 Out of 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 deposit and shall be forfeited by the firm in event of failure of 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 Installment of the consideration as per payment plan and other charges payable under this agreement in accordance with timelines indicated herein.
- 18 The party is agree that the allottee shall also be liable to pay maintenance charges and various other charges detailed in this agreement, all of which are distinct and separate from the consideration amount.
- 19 While calculating the sale price of the unit, the firm has taken into account all applicable government charges as on date and the allottee agrees to pay to the firm any increase in such government charges as and when demanded by the firm. 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 firm but subject to escalation beyond the power and control of firm.

At any time prior to the execution to the sale deed the allottee may nominate a third party and may get the name of the nominee substitute in the allottee's place and assign all rights and obligation of the allottee under this agreement to such third party, subject to the prior approval of firm and on clearing all dues and outstanding payable to the firm in terms here of till that date.

The firm may t its sole discretion permit such substitution and assignment on such terms and conditions as the firm 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 firm 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 any be 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 I favour of second party by virtue of this agreement. Right of ownership and possession shall come to in existence only after execution and registration of sale deed in favour of allottee and actual physical delivery of possession to allottee.

23 Construction made by the firm shall be deemed to be made by firm at his own  
) account t in accordance with the layout and Map approved by the MVDA and ..... for and on behalf of the allottee irrespective of payments made by allottee under agreement .

24 That, only after making the payment of all installment, any dues or any charges  
) levied by the firm, the firm shall allow the allottee to bet the sale deed executed in his favour. All costs, charges and expenses in connection with the stamping registering agreement, deeds assignments, sale deeds, conveyance or any other documents to be executed as well as the entire professional cost of the firm in preparing and approving all said documents 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 firm, then the same shall he at his/her risk and cost and the allottee shall be liable to pay to the firm compensation @ Rs 4/- per sq fit of the Area as mentioned above per month for the entire period of such delay. If due to any unforeseen circumstances the firm 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 than firm will be compensation @ Rs 3/- per sq. ft of the area per month for the entire period of such delay after expiry of graced period.

(b) The firm shall provide the requisite common area maintenance services within the project which shall broadly include operation and maintenance of the power b backup and generator system, garbage disposal of upkeep of common areas, water supply, sewerage system, the common areas item and draining system, lighting, facilities, internal roads (including maintenance pathway boundary wall/fencing, horticulture, provision of general watch and ward within the project.

Further it is clarified that cost of the individual electric, water , sewer, connection charges, provision for firefighting equipment, power backup and charges 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 firm 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 Park 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, than firm is relieved automatically of its duties & responsibilities. The allottee shall have to pay regular maintenance charges to the firm from the date of possession of the Villa till handed over of the system from the firm to the SOCIETY.
- 28 ) If during the period of 12 months from the date of offer letter for possession to the allottee of un it, any construction defect is found, the same shall be rectified by the firm at its own cost.
- 29 ) (a) The allottee shall be responsible to inform the firm by registered A.D letter about all subsequent changes, if any, in his/her address and other necessary information. If he fails to inform the same, all 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 or subsequently found lacking by any government, the firm 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 arbitrator to be appointed with the mutual consent of both parties and the decision of the sole Arbitrator shall be final and binding on both the parties. In this regard, the place of arbitration shall be at Mathura only.

In witness whereof the parties hereto have signed this Agreement on the day, month and year first above written.

Plot Dimension are given below :-

<b>East</b>		
<b>West</b>		
<b>North</b>		
<b>South</b>		

### **For M/S Maharaja Realtors**

(Authorized Signatory)

(ALLOTTEE)

(CO-ALLOTTEE)

**Witness (1) :**

Signature  
Name  
Father's Name  
Address

**Witness (2) :**

Signature  
Name  
Father's Name  
Address