



# **ALLOTMENT LETTER**

# ALLOTMENT LETTER

This allotment letter is issued on this \_\_\_\_\_ 20\_\_\_\_ by M/S MRJV Construction Company, a partnership firm registered under the Indian Partnership Act, 1932 having its Site Office at Palm Resort, NH-58, Rajnagar Extn., Ghaziabad, U.P. (hereinafter referred to as the DEVELOPER, which expression shall include its assigns and successors etc. unless the subject and context requires otherwise).

## IN FAVOUR OF

**Applicant** Mr./Mrs./Ms. \_\_\_\_\_

So/W/o/D/o \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Co/Applicant** Mr./Mrs./Ms. \_\_\_\_\_

So/W/o/D/o \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Co/Applicant** Mr./Mrs./Ms. \_\_\_\_\_

So/W/o/D/o \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Hereinafter referred to as the ALLOTTEE(S), which expression shall include his/her assigns and successors etc. unless the subject and context requires otherwise).

Developer

**MRJV**

Allottee/s

To,

Photo

Photo

Photo

Sole / First Applicant

Co-Applicant (1)

Co-Applicant (2)

Please refer to your application dated \_\_\_\_\_ with M/S MRJV Construction Company. We are pleased to allot you a unit in Palm Resort, a residential complex at NH 58, Rajnagar Extn., Ghaziabad, U.P. as per details below:

This allotment is subject to the terms and conditions detailed below and shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other sale document. This cancels all previous allotment letter issued against this allotment, if any. You are requested to quote the allotment No. in all future communication with us.

#### UNIT DETAILS

BHK \_\_\_\_\_ / Unit No. \_\_\_\_\_ / Floor \_\_\_\_\_ / Tower \_\_\_\_\_ / Block \_\_\_\_\_ /  
 Carpet Area \_\_\_\_\_ (Sq.ft. / Sq. mtr)

TOTAL PRICE (Inclusive all charges payable along with basic cost) ₹ \_\_\_\_\_/-  
 (Rupee \_\_\_\_\_ only)

#### PAYMENT PLAN

Booking Amount: Rs. \_\_\_\_\_/-

(Paid vide Receipt No. \_\_\_\_\_ / dt. \_\_\_\_\_ / Rs. \_\_\_\_\_ /-  
 Receipt No. \_\_\_\_\_ / dt. \_\_\_\_\_ / Rs. \_\_\_\_\_ /-  
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 Receipt No. \_\_\_\_\_ / dt. \_\_\_\_\_ / Rs. \_\_\_\_\_ /-  
 Receipt No. \_\_\_\_\_ / dt. \_\_\_\_\_ / Rs. \_\_\_\_\_ /-)

(The Allotment Letter is subject to realization of the booking amount cheque/draft.)

## Payment Plan

| Particulars                       | Rate                          | Read. Date | Amount                           | Due Date | Amount |
|-----------------------------------|-------------------------------|------------|----------------------------------|----------|--------|
| Basic Price                       |                               |            |                                  |          |        |
| Size (Sq.Ft.)                     |                               |            |                                  |          |        |
| IFMS                              |                               |            |                                  |          |        |
| Elec. + Power Backup _____ KVA    |                               |            |                                  |          |        |
| other charge if any               |                               |            |                                  |          |        |
| Total Sale Price                  |                               |            |                                  |          |        |
| Less: Amount Received             |                               |            |                                  |          |        |
| Amount due on or before           |                               |            |                                  |          |        |
| Balance at the time of possession |                               |            |                                  |          |        |
| Car Parking                       | Open <input type="checkbox"/> |            | Covered <input type="checkbox"/> |          |        |

## POSSESSION

Possession of the unit will be given on or before \_\_\_\_\_ from the date of execution of this Agreement of the Flat subject to the receipt of the entire Basic Price, other charges, registration charges and any other charges as may be intimated by the Developer. Further the possession of the unit will be given after the execution of the Sale Deed in favour of the Allottee/s.

\*The instalment demand notice given by the Developer shall be to the effect that instalment has become due as stated above shall be final & binding on customer. It is also made clear that timely payment of all installments is essence of this allotment.

Developer

MRJV

Allottee/s

## Payment Plan

| S. No. | Payment Plan           | % of Amount |
|--------|------------------------|-------------|
| 1.     | At the time of booking |             |
| 2.     | Within 45 Days         |             |
| 3.     | Excavation             |             |
| 4.     | Ground Floor Slab      |             |
| 5.     | ____ Floor Slab        |             |
| 6.     | ____ Floor Slab        |             |
| 7.     | ____ Floor Slab        |             |
| 8.     | ____ Floor Slab        |             |
| 9.     | ____ Floor Slab        |             |
| 10.    | On Finish of Brickwork |             |
| 11.    | On Possession          |             |

## TERMS AND CONDITIONS

WHEREAS the Developer is developing a Residential Complex under the name of "Palm Resort" on the Purchased land located at NH 58, Rajnagar Extn., Ghaziabad, U.P.

ANDWHEREAS the Developer has purchased the said land for its aforesaid project Palm Resort from seller under the registered sale deed .

ANDWHEREAS the Developer, to develop an Residential Complex has obtained all requisite license, permission and approval etc. for the same from the Ghaziabad Development Authority.

### **NOW THIS ALLOTMENT AGREEMENT WITNESSETH AS UNDER:**

#### **A. PAYMENTS**

1. That the timely payment of installment as indicated in the payment plan is the essence of the scheme. If any installment as per the schedule is not paid by the due date, the Developer will charge interest at the rate of 10 % p.a. on the delayed payment for the period of delay. However, if the same remains in arrear for more than three consecutive installments, the allotment will automatically stand cancelled without any prior intimation to the allottee/s and the Allottee(s) will have no lien on the unit. In such a case, 10% of the total basic price of the unit will stand forfeited and the balance amount, if any, will be refunded without any interest. However, in exceptional and genuine circumstances the Developer may, at its sole discretion, condone the delay in payment exceeding three months by charging interest @ 10 % p.a. and restore the allotment in case it has not been allotted to some one else on the waiting list. In such a situation, an alternate unit, if available, may be offered in lieu of the same.
2. That for preferentially located units, extra charges will be payable, if any.
3. That in case the applicant, at any time desires for cancellation of the allotment, it may be agreed to, though in such a case, 10 % of the total basic price of the unit will be forfeited and the balance, if any, will be refunded without any interest.
4. That in case the Allottee(s) wants to avail of a loan facility from his employer or any financial institution or any bank to facilitate the purchase of the unit applied for, the Developer shall facilitate the process subject to the following:
  - (i) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
  - (ii) The responsibility of getting the loan sanctioned and disbursed as per the Developer's payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Developer, as per schedule, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by the provisions contained in clause 1 as above.

#### **B. CONSTRUCTION AND COMPLETION**

1. That the specifications for the unit are shown in the specification sheet (as Annexure No. – 1). Any additional/better specification for individual unit requested for by the Allottee(s) well in time may be provided, if technically feasible, which will be charged extra as demanded by the Developer. Such demand for extra work / facility shall be binding on the allottee.
2. That the specification shown in the specification sheet are indicative only and that the Developer may on its own provide alter / provide additional/better specification and/or facilities other than those mentioned in the specifications sheet or sale brochures due to technical reasons including non-availability of certain material of acceptable quality and price or due to popular demand or for reasons of overall betterment of the complex/individual unit (with the consent of Allottee(s) in

writing). The proportionate cost of such changes will be borne by the Allottee(s).

3. That the completion of the unit will be done as per the completion date subject to receiving the entire cost and other payments as per the terms of allotment. However, if the allottee/s opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected. In case the allottee/s insists for early completion of the flat the Developer shall try to do the same. In such a case, the discount offered on advance payment shall proportionally be reduced but early completion of the unit shall in any case not be binding on the Developer.
4. That the drawings shown in the sale documents are totally provisional and tentative and subject to changes by the architect/Developer before or during the course of construction without any prior consent/objection or claim from the Allottee(s). Within the agreed consideration costs, the Developer shall endeavor to complete all the civil work, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans and geysers etc.), external development (which inter alia includes laying of road, water lines, sewer lines and electric lines within the complex "Palm Resort") subject to the price escalation clauses. The external services like water supply network, sewer, storm water drains, roads, electricity outside the complex to be connected to the internal services are to be provided by the Developer itself. The unit shall, in particular, comprise of specification as mentioned in the Specification Sheet.
5. That the allottee/s shall be offered membership of the recreational club in the complex for which admission fees is inclusive into other charges alongwith basic cost of abovesaid flat. The Allottee(s) will not have any ownership right on the club or the club lawn. The allottee/ will have to abide by the terms of membership of the club including payment of recurring annual/monthly charges as well as usage charges.
6. That the reserved/Covered parking space shall be allotted to the allottee with the flat and the same shall not have independent entity detached from the flat. The allottee shall not 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.
7. That the following facilities will be provided by the Developer on extra payment:
  - (i) The stand by generator for running the lifts, tube well and water pumps shall be provided by the Developer without any extra cost but if common generator lines or any other power back up system is provided within the residential units, the same shall be charged extra at a rate intimated by the Developer. The running costs of the power back-up system to the independent units shall be proportionally borne by the allottee/s over and above the general maintenance charges. The cost incurred in setting up of Electrical Sub Station/bulk supply of energy source shall be borne proportionately by the allottee him/her/their self and only after payment of that amount the allottee shall get NOC for independent electricity connection and for this electricity connection, the allottee will be liable to made the payment as per the Government norms.
  - (ii) Stamp Duty and other incidental charges are to be paid directly to the competent authorities for registration and execution of sale deed.
  - (iii) Cost, security deposits, connection and allied charges for installation of electric meter, water meter, sewage connection, telephone connection etc.
8. The terrace rights of all the blocks are reserved with the Developer. No construction shall be permitted on the terrace to the allottee/s. However the Developer shall have the right to explore the terrace in case of any change in the F.A.R., carry out construction of further independent units in the eventuality of such change in the F.A.R. The allottee/s hereby agrees the right of the Developer to use the staircase and other facilities for the construction of the additional independent units.
9. The Allottee(s) hereby agrees that the price of the allotted unit is based on the prices of the material used in construction and labour cost pertaining thereto which was prevalent at the time of booking of the unit. The Allottee (s), however, gives his/her unconditional consent that if there is any increase/

decrease in the prices of the construction materials and/or labour cost (hereinafter referred to as Escalation Charges) during the course of construction, then the same shall be paid by the Allottee (s) to the Developer over and above the allotted unit price as mentioned in this Allotment letter. The Escalation charges shall be calculated from the date of booking and upto the date of possession as given in this allotment letter including the grace period of 6 months.

For the purpose of a fair and transparent calculation of Escalation Charges, the Reserve Bank of India (RBI) Indexes as published in the RBI Monthly Bulletin for steel, cement, fuel and power, other building construction material and labour shall be used as the basis of calculation and the Allottee(s) agree and accept that by choosing these RBI Indexes, the Developer is ensuring highest level of fairness and transparency. The respective RBI Indexes for the calculation of the Escalation Charges in the cost of construction and labour cost are as below:

- (i) Steel - Index published as Steel - Long in the category of Basis Metals, Alloys and Metal Products.
- (ii) Cement - Index published as Cement and Lime in the category of Non - Metallic Mineral Products.
- (iii) Fuel and Power - Index published as Fuel and Power.
- (iv) Other Building Construction Materials - Index published as All Commodities in the Index Number of wholesale price in India.
- (iv) Other Building Construction Materials - Index published as All Commodities in the Index Number of wholesale price in India.
- (v) Labour - Index published as Consumer price Index number for industrial workers of Delhi.

It is mutually agreed and binding between the Allottee (s) and the Developer that 50% of the total price of the allotted unit shall be treated as construction cost for the purpose of calculation of Escalation charges. Within the above stated construction cost, the components of steel, cement, other construction materials, fuel and power and labour shall be 15%, 10%, 40%, 5% and 30% respectively of the construction cost. The RBI Indexes for the date of booking and the RBI Indexes for the promised date of possession shall be taken as the opening and closing index respectively to calculate the escalation charges.

The escalation charges as intimated to the Allottee (s) shall be final and binding on the Allottee (s). The Allottee (s) agrees to pay the Escalation Charges within the stipulated time period as fixed by the Developer and any delay in payment of escalation charges shall attract penal interest as applicable to defaulting installments. The Allottee (s) agrees that the Developer shall handover the possession only after Allottee (s) clears the entire dues including Escalation Charges, if any. An example of the Escalation Charges calculation has been appended to this agreement as Annexure II, for the convenience of the Allottee (s).

### **C. MAINTENANCE**

1. The maintenance, upkeep, repairs, security, etc. of the building including the common lawns of the building/complex will be organized by the Developer or its nominee. The Allottee agrees and consents to the said arrangement. The Allottee shall pay maintenance charges which shall be fixed by the Developer or its nominee from time to time depending upon the maintenance cost. The Buyer has to sign a separate Maintenance Agreement with the Developer or its nominee at the time of possession of the unit. In addition to the maintenance charges, there will be contribution to the Replacement Fund etc. Any delay in payments will result the allottee/s liable to interest @ 10% p.a. Non-payment of any of the charges within the time specified will also dis-entitle the allottee/s to the enjoyment of common services including electricity, use of lifts, club, water etc. The allottee consents to this arrangement whether the building is transferred to the Association of the flats buyers or other body corporate and shall continue till such time as the builder terminates the arrangement.
2. That the maintenance of the residential unit including all walls and partitions, sewers, drains, pipes etc. shall be the exclusive responsibility of the Allottee(s) from the date of the possession. Further, the

Allottee(s) will neither himself do nor permit anything to be done which damages any part of the building, the staircase, shafts, common passages, adjacent unit/s etc. or violates the rules or bye-laws of the Local Authorities. The Allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Developer may recover the expenditure incurred in rectification from the Allottee(s).

3. As getting requisite license and other approvals from the Ghaziabad Development Authority so the Allottee(s) shall pay to "MRJV Construction Company" or its nominee/ agency as appointed such Charges as may be determined for maintaining various services/ facilities in the township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and any such services and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and deprecations thereof until the same are handed over to the Government or a local body for maintenance, in addition to the maintenance charges of the building and other charges. The Allottee(s) agrees to pay on demand taxes/Cess of any kind whatsoever, whether levied now or in future on land and /or Flat (s) as the case may be, from the date of allotment of the Flat and so long as each Flat is not separately assessed or such taxes for the land and/or buildings(s)/tower (s), same shall be payable and be paid by the Allottee(s) in proportion to the area of his/her/ their Flat (s). Such apportionment shall be made by the MRJV Construction Developer or its any other agency as appointed, as the case may be, and the same shall be conclusive, final and binding upon the Allottee (s)
4. All rates, House Tax/ Property Tax, Water Tax, Sewer Tax, Wealth Tax, Service Tax, Cesses, Levies Sales Tax, Trade Tax, Metro Cess, VAT, ESI, PF and Taxes of all and any kind by whatever name called now or in future imposed by any Local Authorities, State Government, Central Government or Court as the case may be shall be payable and be paid by the Allottee(s).
5. It is made clear by the Developer and agreed by Flat Allottee that the payment of External Development Charges that is included within total cost of the abovesaid flat is levied, by whatever name called or in whatever form and with all such conditions imposed, by the U.P. Government and/or any competent authority(ies) and if in future there is increase in External Development Charges shall always be solely to the account of flat allottee to be borne and paid by all the Flat Allottee in proportion to the carpet area of their respective Flats to the total carpet area of all the Flats in all the building in the said Complex. Further more if such charges are increased (including with retrospective effect) after the sale deed has been executed then such charges shall be treated as unpaid sale price of the said flat and the Developer shall have the first charge/lien on the said flat for recovery of such charges from Flat allottee.
6. That the central green lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block/tower for organizing meetings and small functions, the same shall be used on cost sharing basis.
7. That the Allottee(s) will allow the maintenance teams to have full access to and through his unit for the periodic inspection, maintenance and repair of the service conduits and the structure.
8. The terrace rights of the block vests with the Developer. However the Allottee(s) shall have the right to approach the terrace for maintenance of water tanks, antenna etc.

**D. POSSESSION:**

1. That the possession of the independent unit shall be offered to the allottee/s only after the execution of the sale deed of the unit duly registered in favour of the allottee/s. The sale deed shall be executed only after the entire payments and other dues and charges in respect of the allotment are cleared by the allottee/s. Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).
2. That all charges, expenses, stamp duty, official fees etc. towards sale deed including documentation,

will be borne by the allottee/s. If the Developer incurs any expenditure towards the registration of the unit, the same will be reimbursed by the allottee/s to the Developer. In case the stamp duty or other charges payable by the allottee/s to the authority at the time of registration is discounted due to reasons of prior payment of some/all charges by the Developer, such discount availed by the allottee/s shall be reimbursed to the Developer prior to registration.

3. That for computation purposes, the units are being allotted on the basis of carpet area, which means and includes built-up covered area of the unit. The built-up/covered area of the unit includes the entire carpet area of the unit, internal circulation area and proportionate area under internal and external walls.

The built up area shall be measured from the outer edge of the wall if it is not common and from the center of the walls if it is common. The method of calculation of the carpet area shall be binding upon all the parties.

It is reiterated and specifically made clear that it is only the covered area of the unit that has been agreed to be sold and to which the allottee/s will have exclusive right and no part of the common areas gives any title thereto as such to the Allottee(s).

4. That the size given are tentative and can be modified due to technical and other reasons e.g. change in position or design of the unit, number of the unit, its boundaries, dimensions or its area. The Developer shall be liable only for cost adjustment arising out of carpet area variations.
5. That in case a particular unit is omitted due to change in the plan or the Developer is unable to hand over the same to the allottee/ for any reason beyond its control, the Developer shall offer alternate unit of the same type and in the event of non-acceptability by the allottee/s or non- availability of the unit the Developer shall be responsible to refund only the actual amount received from the allottee/s till then with the Prevailing rate of bank interest, however Developer will not be liable to pay any damages to the allottee/s whatsoever. In case any preferentially located unit ceases to be so located, the Developer shall be liable to refund the extra charges paid by the allottee/s for such preferential location without any damages or compensation. Further the layout plans shown in the literature is tentative and is subject to change without any objection from the allottee/s.

6. The Developer agrees and understands that timely delivery of possession is the essence of the Agreement. The developer, based on the approved plans and estimates, assures to hand over possession of the Said Land/ Flat within a period of 3 years from the date of execution of the Agreement entered into by the Developer unless there is delay due to Force Majeure conditions or circumstances beyond the control of the Developers, or unforeseen circumstances. In case there are any delays, the Developers shall keep the Allottee fully informed and communicate new estimated date of possession.

If, however, the completion of the Building is delayed, for any reason whatsoever, (Allottee agrees that the) Developers shall be entitled to the extension of time for delivery of possession of Flat, for a period of 6 months.

The Allottee agrees and confirms that, in the event it becomes impossible for the Developers to implement the project due to Force Majeure conditions, then this allotment shall stand terminated as if it has been terminated with mutual consent. Then the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment, within 90 days from the date of happening of the Force Majeure conditions. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7. That the possession period agreed upon is only indicative and the Developer may offer possession before that date. In case of early possession, the balance installments shall become due immediately. The Allottee(s) has to take possession of the unit within 45 days of the written offer of possession from the Developer failing which the Allottee(s) shall be liable to pay watch and ward charges @ 0.10 % of the total cost of the flat per month. If the Allottee(s) fails to take over the possession within 3 months (after the expiry of 45 days as mentioned above) watch and ward charges @ 0.20 % of the total cost of the flat will be recoverable. Further maintenance charges shall

become payable after the expiry of the said period of 45 days. In case of delay in possession of the unit within time (after expiry of buffer period also that is 6 month) to the Allottee(s) subject to force majeure and other circumstances, the Developer shall pay to the Allottee(s) compensation @ Rs. 5/- per Sq. Ft. of the carpet area per month after the period of delay.

8. That the Allottee(s) after taking possession of the unit, shall have no claim against the Developer in respect of any item of work in the unit, which may be said not to have been carried out or for non-compliance of any design, specification, building material or any other reason whatsoever.

However the Developer shall be responsible for a period not exceeding 6 months from the date of offer of possession, if any deficiency is observed in the said unit and the same shall be rectified by the Developer. Further, if the deficiency is caused due to the fault of the allottee/s they shall not hold the Developer responsible or liable for the same.

9. That the allottee/s hereby agrees and undertakes that he/she/they shall after taking possession or receiving deemed possession of the said unit as the case may be, or at any time thereafter, have no objection to the Developer constructing or continuing with the construction of other building(s) adjoining the units sold to the allottee.
10. That the independent unit under consideration shall be sold as an independent unit with imitable and undivided share in the land area underneath the plot; as well as the passages, stairs and corridors, overheads and under ground water tanks and other common facilities.

#### **E. GENERAL TERMS AND CONDITIONS**

1. That the basis of calculating the proportionate charges payable by any Allottee(s) will be the proportion of the built up area of his unit to the total built up area of all units affected by that charge.
2. That the address given in the application form shall be taken as final unless any subsequent change has been intimated under registered A.D letter. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the Allottee(s).
3. That the Developer shall have the right to raise finance from any Bank/Financial Institution/Body/ Corporate and for this purpose create equitable mortgage against the construction or the proposed built up area in favour of one or more financial institution and for such an act the allottee/s shall not have any objection and the consent of the Allottee(s) shall be deemed to have been granted for creation of such charge during the construction of the complex.

Notwithstanding the foregoing, the Developer shall ensure to have any such charge, if created, vacated on completion of the complex and, in such a case, before the transfer/conveyance of the title of the unit to the Allottee(s).

4. That the Allottee(s) agrees to furnish his/her Permanent Account Number (PAN) or Form No.: 60, as the case may be within 30 days from the date of execution of this allotment letter, if not furnished earlier.
5. That the allottee/s may undertake minor internal alterations in his unit only with the prior written approval from the Developer. The Allottee(s) shall not be allowed to effect any of the following changes/alterations:
  - (i) Changes which may cause damage to the structure to the structure (Columns, beams slabs etc) of the block or the unit or to any part of adjacent unit. In case damage is caused to an adjacent unit or common area, the allottee/s will get the same repaired at his/her own cost and expense.
  - (ii) Changes that may affect the façade or common areas of the building e.g. changes in the windows, tampering with the external treatment, changing of wardrobe position, changing the paint colour of the balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or paintings of signboards etc. In the interest of complex aesthetics, unauthorized display boards will be removed at the expense of the allottee/s.

(iii) Making encroachments on the common spaces in the building.

6. That in case of transfer of allotment / ownership of unit, a transfer fees of Rs. \_\_\_\_\_ per sq.ft. shall be payable by the Allottee(s) to the Developer. Transfer of the rights as allottee for the said apartment herein, will be at the discretion of the Developer and will need its prior written approval from the Developer. Administrative charges as prescribed by the Developer from time to time will be paid by the allottee before the transfer. Any change in the name of allottee (including addition/deletion) as registered/recorded with the Developer, will be deemed as transfer for this purpose. The Administrative charges for transfer of rights herein amongst family members (husband, wife and own children and real brother/sister) will be 50% of the normal administrative charges for every transfer.

*Note: The prevailing administrative charges are Rs. \_\_\_\_\_ per sq.ft. at present and it may vary from time to time. Any changes can be made without any prior intimation. First transfer would be allowed only after the receiving of 50% payment of the total cost of flat.*

7. That the development of the premises is subject to force-majeure clause, which includes delay for any reason beyond the control of the Developer like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any act of God. In case of delay in possession as a result of any notice, order, rule, notification of the government / court of law / public / competent authority or any other reason beyond the control of the Developer and any of the aforesaid events, the Developer shall be entitled to a reasonable extension of time. In case of non-availability of materials at reasonable costs including those material mentioned in the specification sheet, the Developer will be entitled to use alternative / substitute material without any claim from the Allottee(s).
8. It is hereby agreed, understood and declared by and between the parties that the Developer may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the land / Flats of the said complex, however, the sale deed in respect of the said Flat in favour of allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
9. Until a sale deed is executed & registered, the Developer shall continue to be the owner of the Flat and also the construction thereon and this allotment shall not give to the allottee(s) any rights or title or interest therein even though all payment have been received by the Developer. The Developer shall have the first lien and charge on the Flat for all its dues that may / become due and payable by the Allottee(s) to the Developer.
10. That in case of Non Resident Buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be responsibility of the Allottee(s).
11. That the allottee/s has fully satisfied himself/herself about the interest and title of the Developer in the said land on which the unit as a part of group housing project is being constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the Allottee(s) in this respect.
12. That in case of joint Allottee(s), the Developer may, at its discretion, without any claim from any person deem correspondence with any one of the joint Allottee(s) sufficient for its record.
13. That for all intents and purposes, singular includes plural and masculine includes feminine.
14. That all the disputes or disagreements arising out of in connection with or in relation to this allotment shall be mutually discussed and settled between the parties.
15. That all disputes or disagreements arising out of or in connection with or in relation to this allotment which cannot be amicably settled, shall be finally decided by arbitration and the sole arbitrator in such a case shall be appointed by the Developer under the provisions of the Indian Arbitration and Conciliation Act, 1996 or any amendment thereof shall be applicable.
16. Until a sale deed is executed & registered, the Developer shall continue to be the owner of the said flat and this allotment shall not give to the Allottee(s) any right, title or interest therein even though all

payment have been received by the Developer. The Developer shall have first lien and charge on the said flat for all its dues.

17. Allottee(s) has gone through the contents of the sale deed in favour of the Developer in respect of the said land and Allottee(s) has fully satisfied himself about the interest and the title of the Developer in the said land on which the unit as a part of group housing is being constructed and has understood all limitations and obligations in respect thereof and there will be no objection by the Allottee(s) in this respect.
18. That in case of any dispute between the Co-Allottee(s), the decision from the competent court shall be honored by the Developer.
19. That the High court of Allahabad and the courts subordinate to it at Ghaziabad alone shall have jurisdiction in all matters arising out or in connection with this Allotment.

Dated : .....

I/We hereby accept the allotment on the

Place : Ghaziabad

terms and conditions mentioned herein above.

M/S. MRJV Construction Company

Developer

(Signature of the Allottee/s)

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

Developer

**MRJV**

Allottee/s

## Specification

|                      |   |
|----------------------|---|
| Door & Window Frames | Aluminium /UPVC/Wood                          |
| Door                 | Hardwood                                      |
| Drawing & Dining     | Vitrified Tiles                               |
| Bedroom              | Ceramic /Vitrified Tiles                      |
| Balcony              | Ceramic Tiles                                 |
| Toilet               | Tiles up to 7 Feet Height                     |
| POP                  | POP on Walls                                  |
| Exterior             | Texture Paint                                 |
| Kitchen              | Sink with Drainage Board/Granite Marble Top   |
| Bath Fittings        | CP Fittings (ISI Mark) and Imported Chinaware |
| Electrical Switched  | Modular (ISI Mark)                            |

SAMPLE ESCALATION CALCULATION

Total price say, ₹ 100/-

Construction Cost (50% of the total price): ₹ 50

**Table A:**

Opening and Closing RBI Indexes

| S.No. | ITEMS               | Weightage in Construction Cost | Assumed Opening RBI Indexes (May.,2012) | Assumed Closing RBI Indexes. (After Expiry of 36 month period May 2015) |
|-------|---------------------|--------------------------------|---|---|
| 1     | Steel               | 15%                            | 100                                     | 112   |
| 2     | Cement              | 10%                            | 100                                     | 92  |
| 3     | Other Building cost | 40%                            | 100                                     | 114   |
| 4     | Fuel & Power        | 5%                             | 100                                     | 110   |
| 5     | Labour              | 30%                            | 100                                     | 105   |

**Table B:**

Computation of Escalation Charges

Formula: Construction Cost X weight of the item X (Closing Index-Opening Index) / Opening Index.

| S.No | ITEMS   | CALCULATION : Illustration for the entire 36 month period | ESCALATION PERCENTAGE FOR THE 36 MONTH PERIOD |
|------|---|---|---|
| 1    | Escalation in Steel                                     | $50 \times 15\% \times (112-100)/100$                     | 0.900   |
| 2    | Escalation in Cement                                    | $50 \times 10\% \times (92-100)/100$                      | -0.400  |
| 3    | Escalation in other building const material             | $50 \times 40\% \times (114-100)/100$                     | 2.800   |
| 4    | Escalation in fuel & Power                              | $50 \times 5\% \times (110-100)/100$                      | 0.250   |
| 5    | Escalation in Labour                                    | $50 \times 30\% \times (105-100)/100$                     | 0.750   |
|      | <b>Total Escalation percentage for 36 month period.</b> |   | <b>4.300</b>                                  |

Escalation Charges, as per this illustration, shall be 4.3% of the Total Price i.e. ₹ 4.30

## ENDORSEMENT

I/We hereby assign all the  
Rights and liabilities under  
This agreement in favour of

I/We hereby assign all the  
rights and liabilities under  
this agreement assigned in  
My/our favour by:

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Assignor

Assignee

The above transfer/assignment is hereby confirmed

For MRJV Construction Company

Dated

Authorised Signatory

Developer

**MRJV**

Allottee/s

## ENDORSEMENT

I/We hereby assign all the  
Rights and liabilities under  
This agreement in favour of

I/We hereby assign all the  
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Assignor

Assignee

The above transfer/assignment is hereby confirmed

For MRJV Construction Company

Dated

Authorised Signatory

Developer

**MRJV**

Allottee/s



**MRJV**

**MIRJV CONSTRUCTION COMPANY.**

**Site Office : Palm Resort, NH-58, Rajnagar Extn., Ghazlabad, (UP),**