

ALLOTMENT LETTER

No.

To

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Sub: Allotment of unit No Type 2BHK on Floor of Block -I, "ROYAL CREST" at Officer City -2, Raj Nagar Extn. Ghaziabad, U.P.

Please refer to your application dated to CNM Infratech Pvt. Ltd. For above mentioned flat/ Floor. As requested we are pleased to allot you a unit/s in *Royal Crest, Officer City-2, Noor Nagar, Raj Nagar Extension, Ghaziabad, U.P.* as per details mentioned herein.

This allotment letter is issued on this, by M/s CNM Infratech Pvt. Ltd. A company incorporated under the Companies act.1956 having its Regd. Office at C-158, Sarvodya Enclave, New Delhi and site office at : Officer City-2, Raj Nagar Extn., Ghaziabad, U.P (hereafter referred to the company which expression shall include its assigns and successors etc. unless the subject and context requires otherwise.) of the first part

Company

Allottee/s

And (In favour of)

1. Applicant First Applicant

Residential Address: -

PHOTOGRAPH

2. Second applicant

PHOTOGRAPH

(Hereafter referred to as Allottee, which expressions shall include his nominees, representatives, executors and successors etc. not repugnant to the subject and context require otherwise) of the second part

1. Details of Apartment

(i) Unit No.....(ii) Block/ Tower Name -I (iii) Floor-

(iv) Type of Accommodation 2BHK

Basic Amount	Rs...../-
Covered Parking (Compulsory)	Rs...../-
Club Membership (Compulsory)	Rs...../-
Open Parking (Optional)	Rs.....
Other Charges	Rs.
Amount	Rs./-
Service tax (4.5%)	Rs./-
Total payable amount	Rs./-

Extra Payable at the time of Possession

Power Backup charges	Rs.
Interest free maintenance security (IFMS)	Rs.

Company

Allottee/s

Note: IFMS and Power backup charges are payable fully at one time at the time of possession and both amounts are not included in the installment paid.

Where the Allottee is an individual, the expression "he" him, himself etc. in this contract in relation to the Apartment shall be read and construed as "she" her, herself etc. These expressions shall be deemed as modified and read suitably whenever the apartment allottee is a joint stock company, Body Corporate or a firm or any association of persons. Whenever there is more than one individual allottee, the expression allottee in the Agreement shall be deemed to include each of such Co-Allottees and their heirs, executors, administrators, legal representatives and permitted assigns etc. jointly and severally.

UNIT DETAILS

Block-1, Type 2BHK, Unit No Floor, Super Area..... Sq. ft.

Basic Price Of Unit	
Car Parking	
2nd Car Parking (Optional)	
Club Charges.	
Two Wheeler Parking (Optional)	
Other charges if any	
service tax@4.5 %	
Total of the above	
<i>Payable at the time of Possession:-</i>	
Power Backup charges	
IFMS	

TERMS & CONDITIONS

This allotment is subject to the terms & conditions mentioned herein in supersession of all terms and conditions given in our brochures, advertisement, price list, any other sale document/s and consents, understandings etc. This cancels all previous Allotment letter if any issued against this allotment. You are requested to quote the allotment no. in all future communication with us.

CNM INFTECH PVT LTD.

Party of the First Part

Company

ALLOTTEE(S)

Party of the Second Part

Allottee/s

The unit/s is being allotted on the basis of Type 1 to Type 5 as mentioned in our brochures. Super Area which means and includes built-up covered area of unit plus proportionate share area falling under corridors, stairs, passages, lobbies projections, architectural figures, lift wells and rooms, munties, common lobbies, toilets, circulation & refuge areas, balconies etc. or any other common spaces within the blocks of the complex. 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 and balconies.

THAT the Allottee(s) of Apartment has already paid a sum of as token Committed money (Rupees.....) through Cheque No. of at the time of booking for the purchase of the said premises, the receipt of which Promoter/ Developers/ Company hereby acknowledges and the apartment Allottee(S) agrees to pay the remaining sale Value/ price and all other charges as described in Payment Schedule-1 of payment annexed to this agreement and in the manner indicated herein.

AND WHEREAS M/s CNM Infratech Pvt. Ltd. is in the process of developing a building by constructing multistoried Apartments (which is named as "ROYAL CREST" on the said land in accordance with the building Plans sanctioned by Ghaziabad Development Authority(GDA)

AND WHEREAS the allottee(s) Party of the Second part has fully satisfied himself about the nature of rights & title of the company in the Said Project "ROYAL CREST" which is to be developed/ constructed by the Company as per the prevailing Byelaws/ guidelines of the Ghaziabad Development Authority.

NOW THIS ALLOTMENT AGREEMENT WITNESSETH AS UNDER
Construction Linked Plan (CLP)

At the time of Booking	10% of Total Flat Cost
At the time of Excavation	10% of Total Flat Cost
At the time of Raft Foundation	10% of Total Flat Cost
On casting of 2nd Basement	10% of Total Flat Cost
On casting of 1st Basement	10% of Total Flat Cost
On casting of 1st Floor Slab	10% of Total Flat Cost
On casting of 3rd Floor Slab	10% of Total Flat Cost
On casting of 5th Floor Slab	10% of Total Flat Cost
On casting of 7th Floor Slab	5% of Total Flat Cost
On casting of 9th Floor Slab	5% of Total Flat Cost
On Completion of Structure	5% of Total Flat Cost
At the time of Possession	5% of Total Flat Cost

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

Company

Allottee/s

A. PAYMENT

1. Apartment allottee has agreed that the Promoter/Developer/ Co. are under no obligation to send demand letter(s)/ reminders for payment. The timely payment is the essence of this contract, the Promoter/Developer and the Apartment Allottee hereby agrees that the amounts paid to the former by the latter with the application and the installments as the case may be, to the

Extent of 15% of the sale consideration of the apartment/ unit will collectively constitute the earnest money. This earnest Money shall stand forfeited in case of non- fulfillment of the terms & conditions of this agreement.

2. In the event of breach of any of the terms and conditions of the allotment by the applicant(s), the allotment will be cancelled at the discretion of the Company and the earnest money that is 15% of sale consideration together with any interest on installments due but unpaid and interest on delayed payments shall stand forfeited. The balance amount shall be refundable to the applicant(s) without any interest, after the said Residential Unit is allotted to some other intending applicant(s) and after compliance of certain formalities by the applicant(s). The company, however, in its absolute discretion may condone the delay by charging penal interest @18% p.a. for up to one month delay from the due date of payment and @24% p.a. thereafter on all outstanding dues from their respective due dates. However, if the same remains in arrears for more than three months or two consecutive installments whichever is early, the allotment will automatically stand cancelled any prior intimation to the allottees and the allottee/s will have no lien on the unit in such a case. The amount deposited up to 15% of the cost of the unit constituting the earnest money will stand forfeited and the balance amount paid if any will be refunded without any interest.

3. All applicable statutory charges, external development charges, taxes including service tax, cess and other levies demanded or imposed by the concerned authorities are extra to the payment schedule and shall be payable on each installment by the applicant(s) from the date of booking as per demand raised by the company.

4. The company shall have rights to adjust the installment amount received from the allottee(s) first towards the interest and other sums, if any, due from the allottee and the balance, if any towards the consideration.

That in case the applicant, at any time desires for cancellation of the allotment, it may be agreed to, though in such a case, 15% of the total sale consideration of the unit will be forfeited and the balance, if any, will be refunded without any interest.

That in case the allottee(s) wants to avail of a loan facility from his employer or any financial institution or any bank for the purchase of the unit applied for, the company 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 the getting the loan sanctioned and disbursed as per the company'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 company, as per schedule, shall be ensured by the allottee(s) failing which, the Allottee(s) shall be governed by the provision contained in clause 2 (payment) as above.

B. CONSTRUCTION AND COMPLETION

1. THAT the price of Unit is inclusive of the cost of providing electric wiring, MCBs and switches in the said premises, excluding electric connection charges, Services lines electric poles on street & Landscapes main lines, transformers,
Company Allottee/s

panel boxes etc. These will be charged extra as decided by the Company. Other fittings and fixtures, geysers, fans or other appliances shall be got installed by apartment Allottee at his own cost and consequences. Electric Connection charges will be charged extra and the amount payable will be in addition to cover the cost payable to UPSEB for the service connection, service lines, and sub-station equipment's, and cost of area under the subject as demanded by the Promoters/Developers or before the execution and installation process. The Expenses will be charged in proportion to the super area/ Type of apartment as decided by the Company.

2. That the company may of its own, provide additional/better specification and /or facilities other than those mentioned in the specifications sheet (Annexure-1) or sale brochures due to technical reasons or due to popular Demand or for reasons of overall betterment of the complex/individual unit. The same be binding on allottee and the proportionate cost of such changes shall be borne by the allottee.

3. That in case a particular unit is omitted due to change in the plan or the Company is unable to hand over the same to the allottee(s) for any reason beyond its control, the Company shall offer alternate unit of the same

Type and in the event of non-acceptability by the allottee or non-availability of Alternate unit, the company shall not be responsible to pay any damage or interest to the allottee whatsoever. Further, that the layout shown in the sales literature is tentative and is subject to change without any objection from the allottee/s.

4. In case during the course of construction and/or after the completion of the complex, further construction on any portion of the land or building or terrace becomes possible the Company shall have the exclusive right to take up or complete such further construction as belonging to the company notwithstanding the designation of any common area as limited common Areas or otherwise. In such a situation, the proportionate share of the allottee in the common area and facilities and limited Common areas and facilities shall stand varied accordingly. Further all the residuary rights in the proposed complex shall continue to remain vested with the company till such time as the same or a part thereof is allotted or otherwise transferred to any particular person/ organization.

5. That the allotment of the Unit is subject to alterations necessitated during the construction of the Unit. The Company in pursuance thereof reserves the right to effect suitable and necessary alterations in the layout plan, which may involve change in the position and boundary of the Unit. If due to such changes, there is any increase/decrease in the super area, the revised price shall be calculated at the original rate at which the Unit was booked/allotted.

6. That the specifications of the Unit are subject to change as necessitated during construction and in such an event material of equally good quality shall be used. That the opinion of Company's Architects on such changes will be final and binding on the Allottee(s).

It is understood by the Allottee(s) that there could be variations in the Super Area of the Unit or its location and in such an event no claim, monetary or otherwise, will be entertained or accepted by the Company, except that the original rate per sq. mt / sq. ft. and other charges will be applicable on any increase or decrease in the area. The Allottee(s) shall satisfy himself in respect of the design, specifications, fittings etc. used by the Company in the Unit at the time of delivery of the Unit.

A. That the specification shown in the specification sheet are indicative only and the company may on its own provided additional/better specification and/or facilities other than those mentioned in the specification 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 Building/individual unit the proportionate cost of such changes will be borne by the allottee(s).

B. That the drawings shown in the sale documents are provisional and tentative and subject to changes by the architect/company before or during the course of construction without any objection or claim from the allottee(s). Within the agreed consideration costs, the company shall complete all the civil work, plumbing, sanitary works, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans and geysers etc.), external

Development (which interalia includes laying of road, water lines, sewer lines and electric lines within the complex “

OFFICER City-II) The external services like water supply network, sewer, storm water drains, roads, electricity outside the complex to be connected to the international services are to be provided by the company M/s.M.R.Proview Realtech Pvt. Ltd. The unit shall, in particular, comprises of specification as mentioned in the specification sheet.

C. That the allottee/s shall be offered membership of the recreational club in the complex for which admission fees is charge separately into other charges along with basic cost of above said 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 club including payment of recurring annual /monthly charges as well as usages charges.

D. That the reserved covered/ open parking space which ever be available 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 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.

E. That the followings facilities will be provided by the company on extra payment

i) 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 substation bulk supply of energy source shall be borne proportionately by allottee him/her /theirs 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 make 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 by the allottee.

iii) Cost, security deposit, connection and allied charges for installation of electric meter, water meter, sewages connection, telephone connection etc. to be paid extra.

F. The terrace rights of all the blocks are reserved with the company. No Construction shall be permitted on the terrace to the allottee/s. However the company shall have the rights to explore terrace in case of any changes in the F.A.R to carry out construction of the further independent units in the eventually of such changes in the F.A.R. The allottee/s hereby agrees the rights of the company to use the staircase and other facilities for the construction of the additional independent units etc.

G. That inclusion of the common areas in the computation of super area shall not give any exclusive right, title or interest therein to the apartment Allottee, except as provided hereunder. It is however, agreed that if the maintenance and replacement charges are paid regularly, as provided in these present , the apartment allottee or

anyone else lawfully claiming under him/her, will have the right to use of common facilities. In default the facilities stands forfeited and Allottee shall stand debarred for it thereafter.

C MAINTENANCE

1. The maintenance, up keep, repairs security etc., of the building including the common lawns of the building/complex will be organized by the company or its nominee. The Allottee Agrees and consents to the said arrangement. The allottee shall pay maintenance charges which shall be fixed by the company or its nominee from time to time depending upon the maintenance cost. The Buyer has to sign a maintenance Agreement with the Company 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 payment will result the allottee/s liable to interest @18% P.A. Non-payment of any of the charges within the time specified will be 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 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 allotted/s will neither himself do not permit anything to be done which damages any part of the building, the staircase, shafts, common passages, adjacent units/ etc. or violates the rules or bye laws of the authorities. The allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the company may recover the expenditure incurred in rectification from the allottee(s).
3. As getting requisite license and other approvals from the Ghaziabad development Authority, the allottee(s) shall pay to 'CNM Infratech Pvt Ltd .' or its nominee/agency as appointed such charges as may be determined for maintaining various services /facilities in the residential complex 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 depreciations thereof until the same are handed over to 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 maybe, 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 building(s) /tower (s) same shall be payable and be paid by allottee(s) in apocopation to the area of his/her/theirs flats such apportionment shall be made by the CNM Infratech Pvt. Ltd. Or any other its 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 Sale 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 may be shall be payable and paid by the allottee(s).
5. It is made clear by the company and agreed by flat allottee that the payment of external Development Charges that is Included within total cost of the above said 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 super area of their respective flats to the total super 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 company shall have first charges/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 marriages, birthday parties etc. if any common space is provided in any block/ tower for organizing meetings and small functions, the same 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 company. However the allottee(s) shall have the rights to approach the terrace for maintenance of water tanks, antenna etc.

9. That the Allottee/s will allow the complex maintenance teams to have full access to and through his unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.

D. POSSESSION

1. That the possession of the independent unit shall be offered to the allottee only after the execution of 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 the other dues and charges in respect of the allotment are cleared by allottee. 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 competent authority (ies).

Possession of the unit is expected in.....(Buffer period of 6 to 9 months is applicable as per clause no 7 on page no 11..subject to the receipt of the entire Basic Price, Other charges, registration charges service tax and any other charges as may be intimated by company. The possession of the unit will be given after the execution of the sale deed in favor of the allottee/s.

2. That all charges, expenses, stamp duty, official fees etc. towards the registration of the unit the same will be borne by the allottee/s if the company incurs any expenditure towards the registration of the unit same will be reimbursed by the allottee/s to the authority at time of registration is discounted due to reasons of prior payment of some/all charges the company, such discount availed by the allottee/s shall be reimbursed to the company prior to registration.

3. That for the computation purposes, the units are being allotted on the basis of super area, which means and include built-up covered area of the unit plus proportionate share area of area falling under corridors, stairs, passages, lobbies projections and architectural features, lift wells and rooms munties, common lobbies and toilets .circulation and refuge areas, balconies, if any and other common spaces within the blocks of the complex. 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 and balconies.

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 super area shall be binding upon all the parties.

Notwithstanding the fact that a portion of the common space has been included for the purpose of calculating saleable/super area of unit, 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 the inclusion of the common areas in the computation does not give any title thereto as such to the allottee(s).

4. That the final super area of flats will be intimated after final physical measurement after construction. In case of variation in actual that is $\pm 3\%$ in super area vis-a-vis booked super area, necessary adjustment in costs, plus or minus, will be made at the rate prevalent at the time of booking. Super area may vary without any changes in the built-up area or dimensions of the flats.

5. That the size given is 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 company shall be liable only for the cost adjustment arising out of super area.

6. That in case a particular unit is omitted due to change in the plan or the company is unable to hand over the same to the allottee/for any reason beyond its control, the company 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 company shall be responsible to refund only the actual amount received from the allottee/s till then with the prevailing rate of bank interest.

7. That the possession period agreed upon is only indicative and the company may offer possession before that date, in case of early possession, the balance installments shall become due immediately. The allottee(s) has to takes possession of the unit with 45 days of the written offer of possession from the company failing which the allottee(s) shall be liable to pay watch and ward charges @ 0.10% of the total cost of the per month. If the allottee(s) fails to take over the possession within three 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 as covered by 11 above 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's is 6 month) to the allottee(s) subject to force majeure and other circumstances, the company shall pay to the allottee(s) compensation @Rs 5- Sq. Ft. of their super area per month for the period of delay. This clause is applicable only in construction linked plan.

8. That the Allottee(s) after taking possession of the unit, shall have no claim against the company in respect of any item of work in 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 company shall be responsible for a period not exceeding 6 months from the date of offer of possession, if the deficiency is observe in the said unit and the same shall be rectified by the company. Further, if the deficiency is caused due to the fault of the allottee/s they shall not hold the company 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 company constructing or continuing with the construction of other building(s) adjoining the unit sold to the allottee.

10. That the independent unit under consideration shall be sold as an independent unit with importable and undivided share in the land area underneath the plot: as well as the passages. Stairs and corridors, overheads and underground water tanks and other common facilities.

E. GENERAL TERMS AND CONDITIONS

1. That the basis of calculating the proportion 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 charges.
 2. That the address given in the application form shall be taken as final unless any subsequent changes have been intimated under registered A.D. Letter. All demand notices letter etc. posed at the given address shall be deemed to have been received by the allottee(s)
 3. That the company 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 favor 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 company shall ensure to have any such charges, 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 any undertake minor internal alterations in his unit only with the prior written approval from the Company .The Allotted(s) shall not be allowed effect any of the following changes/alterations:
 - I. Changes which may cause damages to the structure (Columns, Beams, slabs etc.) of the block or the unit or to any part of adjacent unit. In case damages is caused to an adjacent unit or common area, the allottee/s will get the same repaired at his /her own cost and and expense.
 - II. Changes that may affect the facade or common areas of the building e.g. changes in the windows , tampering with the external treatment, changing of wardrobe position, changing the paint color of the balconies and external walls, putting grills on doors and windows , covering signboards etc. In the interest of complex aesthetics, unauthorized display boards will be removed at the expense of the allottee/s
 - III. Making encroachment on the common spaces in the building.
 6. That in case of transfer of allotment/ownership of unit, a transfer fees of Rs 100/- per Sq. ft. shall be payable by the allottee(s) to the company. Transfer of the rights as allottee for the said apartment herein, will be at the discretion of the company and will need its prior written approval from the company. Administrative as prescribed by the company from time to time will be paid by the allottee before the transfer. Any changes in the name of allottee (including addition/deletion) as registered/recorded with the company will be deemed as transfer for this purpose. The administrative charges for the 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:-
- o The prevailing administrative charges are Rs 100/- per sq. ft. at present and it may vary from time to time. Any changes can be made without any prior intimation.
 - o 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 company like non- availability of any building material due to market conditions, war or enemy action or natural calamities if 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 reasons beyond the control of the company and any of aforesaid events o, the company shall be entitled to a reasonable extension of time. In case of non-availability of materials at reasonable cost including those material mentioned in the specification sheet, the company will be entitled to use alternative/suitable material without any claim from the allottee(s).
8. It is hereby agreed, understood and declared by and between the parties that the company 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 favor 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 company shall continue to be the owner of the flat and also the construction thereon and this allotment shall give to the allottee(s) any rights or title or interest therein even though all payment have been received by the company. The company shall have the first lien and charges on the flat for all dues that may/become due and payable by the allottee(s) to the company.
10. That in case of nonresident buyers, observance of the provisions of the foreign & 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 company in the said land on which the unit as apart group housing project is being constructed and has understood all limitations and obligation 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 allotte(s), the company may, at its discretion, without any claim from any person deems correspondence with any one of the joint Allottee(s) sufficient for its record.
13. That for all interest and purposes, singular includes plural and masculine includes feminine.
14. That all the disputes or disagreement 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 arbitrator and the sole arbitrator in such a case shall be appointed by the company 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 company 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 company . The company shall have first lien and charges on the said flat for all its dues.

17. Allottee(s) has gone through the contents of the sale deed in favor of the company in respect of the said land and allottee(s) has fully satisfied himself about the interest and the title of the company in the said land on which the unit as a part of group housing is being constructed and has understood all limitations and obligation 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 company.

19. That the High Court of Allahabad and the courts subordinates to it at Ghaziabad alone shall have jurisdiction in all matters arising out or in connection with this allotment.

Date

Place

For CNM Infratech Pvt. Ltd.

I/we hereby accept the allotment on the terms

And conditions Mentioned herein above

Company

(Signature of the allottee/s)

Witnesses

1

2

DECLARATION AND UNDERTAKING

To

CNM Infratech Pvt. Ltd.

C-158, Sarvodaya Enclave

New Delhi

Sir,

1. That I have vide my application dated bearing registration no...Na..... Applied for a Type 2BHK Flat No..... on the Floor of Tower No. /Block NO. 1 in the Multistoried Residential Complex at Block I, Officer City, Raj Nagar Extension, Ghaziabad (U.P.) known as "ROYAL CREST"
2. I hereby acknowledge and agree that in addition to the basic Selling Price of the flat I shall be liable to pay the followings amounts before possession.

PARTICULARS	AMOUNT
IFMS, Non-Interest Bearing Security deposit for Maintenance(monthly Charges Payable Separately)	
Provision for Power back up inside the flat (Recurring expenditure on consumables and maintenance payable separately)	

3. I further understand and agree that I shall have no rights to claim possession till I have paid the amounts specified here-in – above.
4. I further understand and agree that the provisions of power back up in the flat allotted to me shall be subject to my fulfilling the terms and conditions of the agreement for allotment to be entered into by CNM Infratech Pvt. Ltd and me. In case of my damages to the said power backup system due to any negligence on my part, I shall be responsible for the expense incurred on repairs by CNM/ maintenance agency and other consequential/incidental expense.

Signature:

Name :

Address :

.....

.....

Place:

Date

Company

Allottee/s