

ALLOTMENT LETTER CUM BUILDER BUYER AGREEMENT

Dated

To,

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R/o-

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Subject:-Allotment of Residential Apartment in the Group Housing Complex known as 'CHARMS CASTLE' on the Residential freehold land situated at Khasra No.1055, 1056 & 1099, Village-Noor Nagar, Pargana-Loni, (NH-58, Raj Nagar Extn., Ghaziabad) Tehsil & Distt.-Ghaziabad (U.P.)

Dear Sir/Madam,

This has reference to your application dated for the allotment of residential apartment in the Group Housing Residential Complex known as 'CHARMS CASTLE' already under construction on the residential freehold vacant land measuring 40763.88 sq.mtr. at Khasra No.1055, 1056 & 1099, Village-Noor Nagar, Pargana-Loni, (NH-58, Raj Nagar Extn., Ghaziabad) Tehsil & Distt.-Ghaziabad (U.P.) (hereinafter referred to as said 'Complex') and bounded as under:- East-road, West-other property, North-other property, South- road.

In response to your application we, M/s Charms India Private Limited, a Company registered under the Companies Act, 1956 having its Registered Office at 91, Meena Apartment, Patparganj, Delhi-92 and Site office at Khasra No.1055, 1056 & 1099, Village-Noor Nagar, Pargana-Loni, (NH-58, Raj Nagar Extn., Ghaziabad) Tehsil & Distt.-Ghaziabad (U.P.) (hereinafter referred to as the 'Builder' which expression, shall, unless repugnant to the context or meaning thereof be deemed to include its successors' and assigns) hereby subject to the terms and conditions mentioned hereinafter allot you a **residential apartment No. on Floor in Tower having Carpet Area sq.ft. (..... sq. mtrs. approx.), covered area sq.ft. (..... sq. mtrs. approx.), Super Areasq. ft (..... sq. mtrs approx) and**, in the proposed Group Housing Residential Complex "CHARMS CASTLE" (hereinafter referred as the 'Apartment') for a total cost of/- (Rupees Only) and Service tax extra as applicable.

Company.....

Signature of Allottee(s)

Carpet Area: Carpet Area is the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Covered Area: The super covered area comprises of the covered area (i.e. the area of R.C.C. slab of said apartment including walls, columns, beams, cupboard, usable shafts, including balconies and terrace with or without roof. The outer walls which are shared with another unit shall be computed at 50%, remaining outer walls shall be computed at 100%) and proportionate common area of that particular block in which the apartment is situated (i.e. the area/core area comprises of corridors, lifts, lift lobbies, stairs case, entrance lobby at ground and basement, overhead water tanks, machine rooms, mumty, garbage room etc.) and the proportionate common area of the project which includes indoor sports rooms, club, security rooms, R.W.A. room, maintenance room, common toilets at ground floor, generator room, electrical room, gas banks (if any) and other constructed common areas.

The following are not included in the super covered area:-

Under Ground Pump, Under Ground Water Tank, Boundary wall of Compound, Septic, Tank, Walk Ways, Open to sky swimming pools, Open sports facilities, Weather Sheds, Landscaped area, parks and any void etc.

Super Area: The super Built-up area comprises the built-up areas, areas under walls, proportional area of galleries and other projections, whatsoever together with proportionate interest in the common areas and facilities such as area under staircase, lifts, entrances and the exits of the building, water supply arrangements and installation such as power, light, sewerage etc. and including all rights attached to the said apartment. However, it is admitted, acknowledged and so recorded by and between the parties that all other rights excepting what have been mentioned above including easement rights and to carry out further construction in case of any change in the F.A.R. Club, open spaces, parks, parking (excepting what has been allotted by this agreement) or tot-lots, public amenities, shopping centers and other facilities and amenities shall remain under control of the Builder, who will have the authority to charge membership for such facilities and dispose off the other assets. Further admitted by the allottee that in case height/ground coverage restriction as imposed under the prevailing laws have been raised/removed the Allottee(s) shall not raise any objection/claim whatsoever against the sanctioned building plans.

For all intents and purposes and for the purpose of term and conditions set out in Allotment Letter, singular includes plural and masculine includes feminine gender.

Interpretation of some indicative terms:-

Applicant:- Means Person(s)/Firm/Company, applying for allotment of said apartment, whose particulars are set out in the booking application form and who has appended his/her signature in acknowledgement of having agreed to the terms & conditions of the booking application form.

Application (Booking Application):- A request of apartment made by the Person(s)/Firm/Company etc. on a standard format namely booking application form of company. In case of more than one applicant the other will be considered as co-applicant, prior to execute the allotment letter they will be considered as intending allottee(s).

Allotment Letter:- Confirmation of booking of apartment by the company and an agreement over a standard prescribed format of company which is duly executed between the company and allottee(s).

Allottee (s):- Those who have executed the allotment letter over a standard format of the company, thereafter a particular apartment has reserved for particular allottee and have agreed to abide by all the terms & conditions till the time and indenture of sale is executed. In case of more than one applicant the other will be considered as co-allottee(s) and allottee and co-allottee(s) will have the equal share in the apartment.

Apartment:- the dwelling unit/ flat in the project which is identified by a number. "Said apartment" shall mean the specific apartment applied for by the applicant in the said project, details of which has been set out in the application / allotment.

Company.....

Signature of Allottee(s)

Area of Land:- total area of land over which the project is going to be construct.

Common Area and Facilities:- Means all facilities to be used by all the allottee(s), such as entrance lobbies, corridors, staircases, staircase shafts, munties, lobbies, lifts , lifts lobbies, shafts, machine rooms , all service shaft, fire escapes, all underground and overhead tanks, electric sub-station, Control panel room, installation area of transformer and DG Set, guard rooms, and entrance and exit , water supply, treatment plans, pump house, sewerage systems and STP, EPABX systems, common toilets rain water harvesting systems etc.

Independent Area:- The areas which are not included as common areas for common use of allottee (s) and may be sold by the company / Promoter without the interference of other apartments owners

Limited Common Area and Facilities: - Those which are reserved for use of certain apartment or apartments to the exclusion of the other apartment.

Company: - That is M/s Charms India Private Limited a company registered under the companies act – 1956 having its corporate office at 91 Meena Apartments, Patparganj, Delhi -110092

Complex: - The entire projects having apartment of different types and dimensions in various blocks also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basement, swimming pool, parking spaces and spaces for public amenities etc.

CREDAI: - Confederation of Real Estate Developers Associations of India, an independent association having its own office bearers and a code of conduct, which resolves the issues arising between the apartment buyers and developers. It also has a cross check over the developers according to its code of conducts.

Force Majeure Clause: - Means any event or combination of events or circumstances beyond the control of the company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and /or alternative measures, be prevented, or caused to be prevented, and which adversely affects the company's ability to perform obligations under this allotment, which shall include but not be limited to;

- Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
- Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- Strikes or lock outs, industrial dispute.
- Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
- The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the party/ company from complying with any or all the terms and conditions as agreed in this allotment; or any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds. Denies the grant of necessary approvals for the said complex/ said building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject of mater of any suit/writ before a competent court or for any reason whatsoever.

Layout and Plans:- The Architectural Drawings of project comprising of whole planning of constructions, open areas and drawings of particular block, floor and a particular apartment.

Payment Plan:- These are the mode of payment towards the captioned booking of apartments having mode, intervals and time frame for the payments which is also prescribed in the price list of the project.

Company.....

Signature of Allottee(s)

Project:- means "Charms Castle" situated at Khasra No.1055, 1056 & 1099 Noor Nagar, the vicinity known as RAJNAGAR EXTENSION, GHAZIABAD.

RWA:- means the Resident Welfare Association, an Association of the Apartment owners which shall be duly formed after providing 50% possessions in the said project and the company/Promoter shall get the association registered immediately after handing over 50% apartments to the owners.

Taxes:- shall be present and future taxes and levies/ notification by the authorities, Central Govt. / State Government and recoverable from apartments owners.

WHEREAS M/s Charms India Private Limited has purchased the land of the project "Charms Castle" along with other land through the various sale deeds registered with the sub-registrar-II, Ghaziabad as detailed as under:-

S. No.	Date of Sale Deed	Registry Particulars
1.	26.09.2012	Document No.12800 in Book No. 1 Volume No.6305 at page 117/168
2.	26.09.2012	Document No.12802 in Book No.1 Volume No.6305 at page 187/240
3.	26.09.2012	Document No.12803 in Book No.1 Volume No.6305 at page 241/282
4.	26.09.2012	Document No.12806 in Book No.1 Volume No.6305 at page 317/354
5.	26.09.2012	Document No.12807 in Book No.1 Volume No.6305 at page 355/398
6.	04.06.2007	Document No.4266 in Book No.1 Volume No.2796 at page 135/172
7.	20.09.2007	Document No.7010 in Book No.1 Volume No.2894 at page 78/92
8.	20.09.2007	Document No.7013 in Book No.1 Volume No.2894 at page 144/167
9.	03.11.2011	Document No.10976 in Book No. 1 Volume No. 5238 at page 135/1164
10.	03.11.2011	Document No.10977 in Book No. 1 Volume No. 5239 at page 1/1038

AND WHEREAS the Builder has taken the physical possession of the said Plots of land from the above mentioned sellers on date of execution of the sale deeds as mentioned above.

AND WHEREAS the, building plans of Group Housing Complex of 'CHARMS CASTLE' on part of the aforesaid land have been duly sanctioned/submitted by the Ghaziabad Development Authority vide MAP No.782/ZONE-I/GH/13-14 Dt.26.06.2014.

AND WHEREAS the builder has already started the construction activities on the above land in phases and after further dividing the land as per its requirement, marketability and suitability after obtaining sanction of the same from the competent authority. The allottee(s) shall have no right to raise any objection against the same.

AND WHEREAS the 'CHARMS CASTLE' Project/Complex shall have apartments of different sizes and dimensions in various blocks therein and will also have spaces for recreational facilities and others etc. That the builder shall execute the project in phases and for the purpose of marketability, security and privacy of the residents the builder shall erect boundary wall at its own discretion and suitability.

AND WHEREAS The Allottee(s) has/have seen all the documents of titles & other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied himself about the title & rights of the said Builder in respect of the aforesaid Project. The Builder has right to develop and construct the apartments/shops on the said Project and also has right to allot different apartments/shops in the said Complex.

Company.....

Signature of Allottee(s)

AND WHEREAS the Builder has offered to sell residential apartments of different sizes and dimensions in the said Tower under the name and style of 'CHARMS CASTLE'.

AND WHEREAS saving and excepting the particular Apartment allotted, the allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, swimming pool, club, school or any other space not allotted to him/her/them, which shall all remain the property of the Builder for unless the Builder decides to dispose them off but subject to right of the allottee(s) as mentioned hereinafter or as per the prevailing laws as may be available.

AND WHEREAS as per the Layout Plan it is envisaged that the apartments/shops on all Floors shall be sold as an independent apartment/shop with impart-able and undivided share in the land area underneath the plot. The Allottee(s) shall not be permitted to construct anything on the terrace. However, the Builder shall have the right to explore the height of building in case of any change in the F.A.R., carry out construction of further apartment/shop in the eventuality of such change in the F.A.R. if as a result thereof, there are any changes in the boundaries or areas of the said apartment/shop including modification and expansion or any major changes in the plan/layout by the Builder, same shall be intimated or brought to the knowledge of buyer/allottee(s) and shall be take consent from 2/3 of the buyers or allottees as per guideline RERA Act 2016.

AND WHEREAS The Allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agreed that the Builder may make some changes, modifications, alterations and additions permissible as per law therein as may be deemed necessary or may be required to be done by the Builder, the Government/GDA, or any other Local Authority or Body having jurisdiction subject to guideline of RERA Act 2016 as indicated above.

AND WHEREAS after fully satisfying himself/herself/themselves the allottee(s) agreed to acquire from the Builder a **residential apartment No..... onFloor in Tower..... having Carpet Areasq.ft. (..... sq. mtrs. approx.), covered area sq.ft. (..... sq. mtrs. approx.), Super Area sq. ft (..... sq. mtrs approx),** in the aforesaid Complex.

AND WHEREAS the Builder has allotted the aforesaid Apartment in the said Complex to the allottee(s).

AND WHEREAS aforesaid consideration is for the total Carpet Area of the said Apartment, Carpet Area is the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

NOW THEREFORE THIS ALLOTMENT LETTER WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE BUILDERS AND ALLOTTEE(S) AS FOLLOWS:-

1. a. Installments due towards payment of the Apartment will be made at intervals as laid down by the Builder. In case payment is not received within the stipulated period given in the Payment Schedule/ Installment Demand Letter/Notice or in the event of breach of any of the terms and conditions of this allotment by the Allottee(s), the allotment will be cancelled and 10% of the basic price of the apartment will be forfeited and balance amount will be refunded without any interest thereon or subject to guidelines of RERA Act 2016.
- b. If or any reason the booking of the apartment is cancelled by the Allottee(s), then 10% of the Basic price of apartment/shop would be forfeited and balance amount will be refunded without any interest or subject to guideline of RERA Act 2016.
- c. Installment Call Notice/Demand Letter issued by the Builder to the effect that installment has become due, shall be final and binding. It is made clear that timely payment as per the payment schedule is the essence of this agreement. In case of delayed/non-payment the builder will have full right to cancel the apartment and the allottee(s) will not have any right to claim the apartment, in that case the allotment will be cancelled and 10% of the basic price of the apartment will be forfeited and balance amount will be refunded without any interest or subject to guideline of RERA Act 2016.

Company.....

Signature of Allottee(s)

d. **Penal interest in case of delay:** Both Developer and buyers have to pay the same penal interest of SBI's marginal cost of Lending Rate plus 2% in case of delay of due payments and possession of project.

If the builder/developer fails to deliver the project in accordance with terms of the agreement of sale, allottee/buyer can withdraw from the project. The Builder/Developer shall have to refund him the amount along with interest as notified by the RERA Act 2016 as above.

Alternatively, if the buyer or the allottee does not intend to withdraw from the project, the builder shall have to pay him the interest for every month till the possession is handed over to the buyer.

e. That the Down Payment Plan/Flexi Payment Plan will be valid up to the date mentioned in the booking application form, after the expiry of said date the installment payment plan shall be applicable and the cost of apartment shall be as per the installment payment plan.

f. The payment of due installment first of all shall be adjusted towards the due interest if any thereafter the remaining amount shall be adjusted in the principal amount dues.

g. No Transfer of flat is allowed in any case. In special circumstances transfer may be allowed after receiving transfer charges by the company. Transfer charges later will be decided accordingly by the company.

- (3) The drawing displayed in the Site Office at Khasra No.1055, 1056 & 1099, Village-Noor Nagar, Pargana-Loni, (NH-58, Raj Nagar Extn., Ghaziabad) Tehsil & Distt.-Ghaziabad (U.P.)/ Site Office of the Builder showing the Building Plan are provisional and tentative and are subject to change at the instance of the sanctioning authorities or the Builder and the change can be made as per permissible law during the course of construction as per the guideline of RERA Act 2016.
- (4) The Allottee(s) has/have seen and accepted the plans, designs, specifications, which are tentative modifications in the layout plan/building plans, designs as the Builder may deem fit or as directed by any competent authority(ies). Any alteration/modification resulting in $\pm 3\%$ in the super area of the Apartment, there will be no extra charge/claim by the Builder/allottee(s). However, any major alteration/modification resulting in more than $\pm 3\%$ change in super area of the apartment, any time prior to and upon the possession of the apartment, the Builder shall intimate to the allottee(s) in writing the changes thereof and the resultant change, if any, in the price of the apartment to be paid by him/her/them and the allottee(s) agrees to inform the Builder in writing his/her/their consent or objections to the Builder within 30 days from the date of such notice failing which the allottee(s) shall be deemed to have given his/her/their full consent to all the alterations/modifications. If the allottee(s) give his/her/their non-consent/objections then the allotment shall be deemed to be cancelled and the Builder shall refund the entire money received from the allottee(s) without any deduction and the interest. It shall always be clear that any alteration/modification resulting in more than $\pm 3\%$ change than the demand or refund shall be applicable for the entire area e.g. $\pm 4\%$ change the demand or refund shall be applicable for total $\pm 4\%$ area.
- (5) That the allottee(s) shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/ Water Commission/any other rule and regulations by State of U.P. or any other competent authority. That the allottee(s) shall abide by all rules and regulations of the GDA/Local Authority/ State Govt./Govt. of India and of the Resident Welfare Association (as and when the RWA formed and till then as prescribed by the Company) and shall be responsible for all deviation violations or breach of any of the conditions of law/ bye laws or rules and regulations after handing over the possession of the apartment.
- (6) That the sale consideration is for the total area of the said apartment, as mentioned herein properly known as "Carpet Area". That all other rights excepting what have been mentioned including easement right, un-allotted parking places spaces of commercial, school and convenient shopping spaces or any other spaces etc. which does not falls under the definition of common areas will be the sole ownership of the builder, who will have authority to charge membership for such facilities and dispose off the assets whatever states above that the dimensions shown in the brochures, map or any other document has been calculated on un-plastered brick wall to brick wall basis. The

Company.....

Signature of Allottee(s)

Company the sale out the vacant apartment(s) or the complete block of the apartment(s) as whole or in part to one or more person(s)/ company(ies)/insinuation(s) whosoever.

- (7) That the allottee (s) is/are aware of and has/have knowledge that the building plans are tentative and agree that the company may make such changes, modification, alternations and additions therein as may be deemed necessary or may be required to be done by the company, within the rules of the Government/GDA or any other local authority or body having jurisdiction on the project or subject to the guideline of RERA Act 2016. As per the prevailing Building Byelaws of the GDA the F.A.R. (Floor Area Ratio) of the said project presently is 3.75 of the Plot area which comprises of fixed nos. of the dwelling units in proportionate to the population density. thereafter a compensatory F.A.R for road etc. is also applicable, further some % of the total F.A.R is compoundable, in that case the nos. of dwelling units may be increased accordingly. Also that in the eventuality of change in F.A.R the company shall have the right to explore the terrace for the enhanced F.A.R. and can increase height of building. That the company can make any type of change in layout/elevation/design/alteration in open space area or parking spaces etc. as and when required and deemed fit by the company and by signing this Allotment and terms & conditions it shall be presumed that the applicant has/have given his all time consent for the all stated above or subject to the guideline of RERA Act 2016.
- (8) That if during the course of construction if there is any change in numbering of the flat/ apartment/ tower/ block, in that case the allottee(s) will not claim any objection. It is further made clear that the changes in numbering of flat/apartment/tower/block will not affect the location of the flat.
- (9) That the company has deposited the development charges with the GDA for all amenities like Road, Electricity, Sewer and water supply line, same shall be provided up to the boundary of said project by the GDA/Authority Concerned. The company will carry out all the above mentioned amenities within the boundary of the said project i.e. internal development of the project. The delay in providing the above said facilities on the part of the GDA/Authority Concerned shall not be considered the delay on part of the company.
- (10) That the allottee & co-allottee (if any) will have equal share in the apartment and in case of death of any of them the Allotment will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a divorce/dispute case or where a dispute arises between the applicants the booking will continue after providing consent in writing by them and No Objection Certificate from the bank concerned. The interest over the delayed payment shall be charges; the dispute whatsoever stated above shall not give any effect to that. In the above said circumstances there will be a time limit maximum up to two months for the required compliance there after the company can cancel the said booking/allotment and the allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancellation there will be a deduction of 10% of the basic cost of the apartment. For the sharing of refund in a divorce/dispute case as stated above, consent of the applicants/allottee(s) shall be necessary otherwise the amount shall be refunded in equal share between all the allottee(s).
- (11) That the allottee(s) and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right the company shall not be held liable for any loss/cost/damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during construction or after construction by the purchaser or any family member accompanying him/her.
- (12) That the project is comprising of many Block(s), as soon as the construction of particular Block(s) will be completed with all the basis amenities attached to that Block(s), the company after applying for the completion certificate of particular Block(s) to the Authority concerned will offer the possession of the apartment in that Block to the allottee(s), the construction of remaining Blocks will be ongoing it can take further time till the completion, the allottee(s) have to take possession of his/her/their apartment as and when it will be offered to the allottee(s) and the allottee(s) shall not deny for taking the possession on account of delay in issuance of completion certificate by the authority concerned or ongoing construction or any other reason whatsoever. It is hereby cleared to the allottee(s) that the completion certificate in part may also be applied for a particular Block after completing the construction, depositing the requisite fee and obtaining the NOC's from all the concerned departments. Therefore the gap after applying for completion certificate and issuance of a completion certificate shall not be a reason for denial of taking the possession by the allottee(s).

Company.....

Signature of Allottee(s)

- (13) That a written intimation for completion of apartment will be sent to the allottee(s) and a Fit-Out-Period of one quarter will commence from the date of "Offer for Possession". The said "Fit-Out period" is in order to facilitate the allottee(s) to complying with the requisite formality viz. obtaining NOC from the accounts department of the company, registration of Sale Deed etc. The final touch i.e. installation of sanitary-ware, wash basin, kitchen sink, hardware accessories and final coating of paint etc. will be done during said Fit-Out-Period and after the registration of sale deed of the apartment only. The final touch will take 20 to 30 days for an individual apartment and the allottee(s) may get installation done in his/her/their own presence, if desired so.
- (14) That the final touch to the apartment shall be given after the registration of sale deed and the consent of the allottee(s) shall be presumed that the key of the apartment were given for the final touch. The apartment owner(s) have to take over the keys back after completing the job of final touch and on the date which was confirmed to the owner(s). In case the owner(s) delays in taking over the keys back after the confirmed date then company shall not be responsible for doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the Apartment owner(s) even then the keys of the apartment were not been taken back.
- (15) That in case the allottee(s) reaches at last of fit out period where the scope of 20 to 30 days for final touch does not remains left, then the final touch will take the above mentioned time but the monthly maintenance charges shall commence in accordance with the date given in the letter 'offer for possession'.
- (16) After taking possession of apartment/shop the Allottee shall have no claim against the builder as to any item of work, quality to work, material, area of flat, installations etc. in said apartment/shop or any other ground whatsoever.
- (17) That there will be defect liability period of 60 months from the date of offer for possession as per guideline of RERA Act 2016. If any issues are highlighted by the buyer and Allottee (s) in the front of the Builder in this period including quality or defects of structure and other applicable services etc, the builder will to rectify the same within 30 days. Defect liability shall not cover force majeure situation such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Builder shall co-operate with the purchaser in sorting out the issue.
- Note: - NOC from the Builder is required for clearance of dues prior to the sale of apartment by the apartment owner otherwise the subsequent buyer will not be entertained.
- (18) All taxes such as House tax, Water Tax, Sewerage Tax, Electricity charge or any other Taxes or charges shall be payable by Allottee from the date of possession or deemed dated of possession declared by the Builder whichever is earlier.
- (19) a) Any type of encroachment/construction in the entire complex except permissible as per sanction plan will not be made.
- b) The Allottee consents that he/she/they will have to allow sweepers/maintenance staff to enter in his apartments/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/seepage in his flat or any other apartment/shop.
- c) The Allottee consents that he/she/they will make good/bear the expenses for repairing the toilets/bathrooms/any other part of the any apartment/shop and painting thereof, damage due to his negligence or willful act.
- (20) If for any reason whether within or outside our control the whole or part of the scheme is abandoned, no claim will be preferred except that your money will be refunded in full without any interest.
- (21) A. The Builder proposes to give offer of possession of said Unit to the Buyers/Allottee(s) within 1 month, from the date of execution of this Agreement and thereafter complete the execution and registration formalities of the Sale Deed in his/her/their favour provided that the developers shall not incur any liability, except as mentioned in clause No. 21C of this agreement, if it is unable to deliver possession of the said Unit and execute the Sale Deed by the time aforementioned.

Company.....

Signature of Allottee(s)

B. If the completion of the said Unit is delayed by reason of non-availability of steel and/or cement or other building materials or water supply or electric, power or slow down strike or due to a dispute with the construction agency employed by the Developers lockout civil commotion or by reason of war, or enemy action or any act of God or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or of any other Public or Competent Authority or order of any court of law or for any other reason beyond the control of the Developers and in any of the aforesaid events, the Developers shall be entitled to reasonable extension of time for delivery or possession of the said Unit and for this purpose, the consent of the Allottee(s) shall not be necessary. The Developer(s) shall be entitled for reasonable extension of completion period of said unit due to non-timely booking of all the units as also negligence attributed to the Allottee(s).

C. Subject to the aforesaid clauses (A) & (B), mentioned hereinabove, if there is any delay in handing over possession of the said Unit by the Builder to the Buyer/Allottee(s) the Builder agrees to pay penalty to be calculated @ Rs. 2% interest above SBI's marginal cost of Lending Rate to the buyer/allottee (s) per month for the period of delay.

Note: Any request for any change in construction of any type in the apartment from the Allottee(s) will not be entertained.

- (22) It is hereby agreed, understood and declared by and between the parties that the sale deed/ registry shall be executed & registered in favour of the Allottee(s) after the apartment/ shop has been finally constructed at the site, after receipt of the total sale consideration, agreed herein, by the Builder and other connected expenses i.e. cost of Stamp Duty for registration of the sale deed/ registry, registration charges/ fee, miscellaneous expenses and Advocate legal fee/ charges, which shall be borne and paid by the Allottee(s). The Allottee(s) will be responsible and liable for paying under stamp, deficiency in stamps and valuation of the apartment/shop for the stamp duty.
- (23) It is hereby understood and made clear that on account of various practical reasons and statutory requirement or order/ directions from Ghaziabad Development Authority/Any Other Appropriate Authority minor variation in the location, specification, and area of the Flat may change, hence the agreement to sale in accordance with the provisions of Property Act as well as Stamp Act as applicable in Uttar Pradesh is not possible to be executed and this agreement/ Allotment letter is a memorandum of Understanding containing the agreed terms and conditions followed by the agreement to sale in accordance with law on the completion of structure.
- (24) The maintenance, upkeep, repairs, security etc. of the Building including the common lawns of the building/complex will be organized by the Builder or its Nominee. The allottee(s) agrees and consents to the said arrangements. The allottee(s) shall pay maintenance charges, which will be fixed by the Builder or its Nominee from time to time depending upon the maintenance cost. Any delay in payments will make the allottee(s) liable for interest @ 18% per annum. Non-payment of any of the charges within the time specified shall also disentitle the allottee(s) to the enjoyment of common services, use of lifts and use of water etc. The allottee(s) consents to this arrangement whether the building is transferred to the Association of Apartment Buyers or other Body Corporate and shall continue till such time as the Builder terminates the arrangement.
- (25) That the Club & Swimming Pool including the Gym will be operated by the First Party only when at least 50% of the members are ready to contribute the charges for the same. The first party will be at liberty to give the membership to the outsiders also.
- (26) In case Builder want to take off the maintenance of the complex at any time then in such case the following will be handed over to the new maintenance body / Association of owners :-
- All existing lifts (including lift rooms at terrace), corridors, passages, parks, underground & overhead water tanks, firefighting equipments with motors and motor room.
 - Single Point Electricity distribution system with all liabilities.
 - Security gates with intercom, Gen-sets, lift rooms at terrace without terrace right.
 - All the unsold spaces and areas which are not falling the part of common area shall continue be the property of the company and all rights are reserved with the company for the said areas.

Company.....

Signature of Allottee(s)

- (27) That the builder/ developer have purchased total land 40,763.88 sq. mtr. part of Khasra Nos.1055,1056 and 1099 of Village-Noor Nagar for construction of Group Housing Project in phases. Builder has started construction of its Group Housing Project named "Charms Castle" on entire approved land according to MAP No.782/ZONE-I/GH/13-14 Dt.26.06.2014 issued by Ghaziabad Development Authority. However the authority has sanctioned the plan for the total area 40,763.88 sq.mtr. Which includes the Nursery School Area of 883 sq.mtr Situated at East side as well as area for commercial and future expansion i.e. approximate 4269 sq.mtr. situated at South side will be the property of the builder. The uses/dispose-off for future expansion will be decided by the builder later. The Allottee will not have any concern / right/ claim of any kind in respect of the said area of land measuring 5152 sq.mtr. The commercial/residential/area of school (as mentioned above having 5152 sq.mtr.) will be separated by wall and will have a separate entry. Any allottee will not have any right in any manner on the above mentioned area of 5152 sq. mtr. If any allottee raise the objection for the same in that case He/She/They will not claim any other amount except to take refund the amount whatever He/She/They have paid (without any interest). The residential & other parts will be separated by wall and will have a separate entry and will also have no connection with each other.

Details of the land measuring

Details of the land measuring

883 Sq.Mtrs.

4269 Sq.Mtrs.

Bounded on East: Road

Road & Other's Property

Bounded on West: Residential Group Housing
Project of "Charms Castle"

Other's Property

Bounded on North: Other's Property

Residential Group Housing
Project of "Charms Castle"

Bounded on South: Residential Group Housing
Project of "Charms Castle"

Road

- (28) It has also been cleared that the builder can approach to Ghaziabad Development Authority for sanctioned of additional map in future if further increase in F.A.R. is sanction/ allowed by the Government Authority. In that case the conditions of the sanctioned map will be applicable on the entire project. Further, if there are any major changes or increase or change in Plan, height or increase in ground coverage etc., same shall be brought to the knowledge of buyers/allottee (s) and builder would take consent of 2/3rd of the buyers/allottees for the same (as per guideline of RERA Act 2016)

- (29) The Allottee(s) shall abide by all laws, rules and regulations of the G.D.A. / Local Bodies/State Govt. of U.P. and of the proposed Body Corporate, Association of the Buyers (as and when formed, till then as prescribed by the Builder) and shall be responsible for all deviations, violations or breach of any of the conditions of law/ bye laws or rules and regulations after the completion of the complex. The apartment/ shop shall be used for the purpose for which it is allotted.

- (30) a) The Allottee(s) is aware that various apartments are being allotted to various persons under uniform terms and conditions. The Allottee(s) agrees that he will use the said apartment for residential purpose and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to Allottee(s) of other apartments in this complex or to crowd the passages to use it for any illegal or immoral purpose.

- b) That the apartment shall be used for the residential purposes, the purpose which may or likely to cause public nuisance or not permissible under law shall not be allowed. Any type of encroachment/ construction in the entire complex including roads, lobbies, roof etc. shall not be allowed to the apartment's owners or associations of apartment's owners. They shall not be permitted to closing of verandah, lounges, balconies, common corridors, even if particular floor/ floors occupied by the same party. Any alteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of apartment, signboard, and publicity, advertisement material outside the apartment or anywhere in the common areas shall not be permitted. Any type of change inside the apartment which may cause or likely to cause damage to the safety, stability of structure shall not be permitted, as there are hidden RCC column and RCC shear wall supporting whole the structure therefore no changes allowed.

Company.....

Signature of Allottee(s)

- c) The allottee consents that for repairing any damages in the toilets/ bathrooms/ any/ other part of the other apartment/ shop caused due to his negligence or willful act. The Allottee will be responsible for any damage to any equipment in the complex e.g. lift, firefighting equipment, motor panels, water pumps, or any other item if it occurs due to his malfunctioning or willful act.
- (31) The contents of each apartment/ shop along with the connected structural part of the building shall be insured by the Allottee at his own cost against the fire, earthquake etc. The Builder after handing over the possession of a particular apartment/ shop shall in no way be responsible for safety, stability etc. of the structure. The Allottee will pay all charges towards insurance either by him individually or through society collectively if so formed for the maintenance of building.
- (32) That the Builder covenants with the Allottee that they shall peacefully hold and enjoy the said apartment/ shop without any interruption by the Builder or by any person claiming under the Builder. The Allottee shall have right to sell or rent the apartment/shop.
- (33) That Builder shall get single point electric connection for the complex from Paschimanchal Vidut Vitran Limited and the electricity will be distributed through separate meters to the Allottee through pre-paid systems. The allottee will get the electrical and power back-up connection for the capacity, as opted for him/her/them in the booking application form the per unit charges of the power back-up(i.e running of DG set) shall be subject to the prevailing rates of fuel at the time of possession. Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always be final as once opted in the booking application. All term & conditions of electrical energy and power back-up agreement shall be applicable. All expenses regarding electric meter and other charges if any will be borne by the Allottee.
- (34) That Car parking is available inside the complex on payment basis and it shall be allotted to the buyers of apartment/ shop on 'First Come-First Served' basis. Scooter/ two-wheeler/ cycle will be parked within the same parking space allotted to the Allottee(s). A separate Agreement for the allotment of the car parking will be executed between Builder and the Allottee(s) at the time of possession. One Car Parking purchase is mandatory. Additional allotment of car parking shall be solely at the discretion of the builder. No Car/ vehicle parking is allowed inside the complex except those, who have reserved the car parking space. The company also reserved its rights to allot the un-allotted parking space/ power back-up in future after handing over the maintenance of the said complex to the Resident's Welfare Association of the owners of the apartment(s). The R.W.A or owners/allottees/occupiers of the apartments shall not have any right over the un-allotted parking spaces.
- (35) That the basement spaces as per the permissible usage can also be allotted for other purposes like domestic storage spaces etc.
- (36) That if any Service Tax, Sales Tax, VAT. GST, Trade Tax and additional levies, rates taxes, charges, Compensation to the farmers, cess and fees etc. as assessed and attributable to the Company as a consequence of Court order/Government/ GDA/ Statutory or other local authority(ies) order, the allottee(s), shall be liable to pay the his/her/their proportionate share for the same. Whereas there is apprehension in relation to "Mr. K. Raheja" Development Corporation" V/s state of Karnataka case" decided by the hon'ble supreme court and any other order passed in future by the Government/Statutory or other local authority(s) that the company can be treated as contractor of the allottee(s) and liable to collect Trade Tax and Service Tax from the allottee(s) and deposit the same with the appropriate authorities. Till date there is no clarification in this case. In future If the appropriate authorities impose any such tax due to this transaction then the allottee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the Company.
- (37) That the buyer/allottee (s) has to further pay interest free maintenance security (IFMS) to the Company @ Rs. 30/- per sq. ft. of the Carpet/Super area. This Amount will be payable at the time on possession. This amount of will be kept as Maintenance Reserve of the complex. This amount will be handed over to RWA at the time of handing over the maintenance to the RWA. This amount will be kept as Contingency Fund to meet out any exceptional capital requirement for replacement of capital items like Generator, lift etc. however the same will be recoverable from allottee in due course. The IFMS will be refundable to allottee at the time of sale of flat either by the company or RWA, who so ever, keeps these funds.

Company.....

Signature of Allottee(s)

- (38) It is hereby agreed, understood and declared by and between the parties that the Builder may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the land/apartments of the said Complex, however, the sale deed in respect of said apartment in favour of allottee(s) will be executed and registered free from all encumbrances at the time of registration of the same.
- (39) Until a sale deed is executed & registered, the Builder shall continue to be the owner of the apartment/ shop and also the construction there on 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 Builder. The Builder shall have the first lien and charge on the apartment/shop for all its dues that may/become due and payable by the Allottee(s) to the Builder. It is further clarified that the Builder is not constructing any apartments/shop as the contractor of the allottee, but on the other hand the builder is constructing the Complex as its own and the sale will be effected after the actual construction/finishing of the apartment/shop by the execution of sale deed.
- (40) The allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said apartment/shop as the case may be or at anytime thereafter, have no objection to the Builder constructing or continuing with the construction of the other buildings adjoining the apartment/shop sold to the Allottee(s).
- (41) The allottee(s) shall get his/her/their complete address registered with the Builder at the time of booking and it shall be his/her/their responsibility to inform the Builder by Registered letter or Courier about subsequent change(s), if any, in his/her/their address failing which all demand letters/notices and letters posted at the first Registered Address will be deemed to have been received by him/her/they at the time when those should primarily reach such address and the allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
- (42) In Case on account of some directions by competent Authority some modifications and additions in some facilities as declared today becomes necessary to be carry out and also the company feels the same to be added like ultra modern Fire Protection System, Escalators, LPG/PNG Supply System etc. for more beneficial enjoyment of the flats, additional cost of such modifications and additions will be proportionally borne by the allottee(s) in addition to the agreed consideration.
- (42) In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said Apartment, the same shall be referred to the sole arbitration of a person to be appointed by the Builder, the allottee(s) -hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in the city of Ghaziabad (U. P.), India. The Arbitration and Conciliation Act, 1996 or any statutory amendment(s)/modification(s) shall, govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the Courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment
- (43) The project "Charms Castle" of M/s. Charms India Pvt. Ltd. has been financed & mortgage with ECL Finance Limited, UGF, Mercantile House, 15 Kasturba Gandhi Marg, Delhi.

Note In case of any change/re-documentation of allotment letter is required and requested by the allottee(s) or the bank/financial institution etc. it shall attract a fee of Rs.10000/- as administrative charges and shall be payable by the allottee(s).

Yours faithfully,

For CHARMS INDIA PVT. LTD.

I/We hereby accept the said allotment

on the terms and conditions mentioned hereinabove.

Company.....

Signature of Allottee(s)