

ALLOTMENT LETTER

Date: _____

To

1. 1st Applicant [Allotte Photo]
Mr/Mrs _____
S/O, W/O, D/O _____
Mailing Address _____
2. 2nd Applicant [Allottee Photo]
Mr/Mrs _____
S/O, W/O, D/O _____
Mailing Address _____
3. 3rd Applicant [Allottee Photo]
Mr/Mrs _____
S/O, W/O, D/O _____
Mailing Address _____

The above named person(s) has/have been hereinafter referred to as the "Allottee" individually and collectively, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her legal heir, legal representative, successors, executors, administrators and permitted assignees).

Subject: Allotment of EWS Residential apartment/unit in the group housing project named as "SCC Blossom" PMAY BLOCK X EWS at Noor Nagar, Raj Nagar Extension, Ghaziabad with Khasra No 1179 and 1180

Dear Sir/Madam

This has reference to your application dated _____ regarding booking of EWS unit in Group Housing Project named as **SCC Blossom** at Noor Nagar, Raj Nagar Extension, Ghaziabad (hereinafter referred to as "**said project**") being/to be developed by M/S **S.C.C. BUILDERS PVT. LTD.** (CIN No. U45201DL2005PTC139039), a company incorporated under the provisions of the Companies Act, 1956, having its corporate office at H-69, SEC-63 Noida, GAUTAM BUDH NAGAR, U.P., PIN CODE-201301 (hereinafter referred to as the "**Company**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her legal heir, legal representative, successors, executors, administrators and permitted assignees on the land admeasuring 17330 sqmt vide sale deed no 172 and 173 dated 06/01/2017 in the name of SCC Builders Pvt Ltd.

In response to your above said application for the said apartment/unit in the said project SCC Blossom and relying on your confirmation, assurance and representation to faithfully abide by the covenants

contained in this allotment letter, company hereby allot you the said apartment/unit subject to the terms and conditions contained herein below:

DEFINITIONS:

Applicant: - Means person(s), applying for Allotment of the said EWS apartment as identified by government agency, whose particulars are set out in the booking application form and who has/have appended his/her signature in acknowledgement of having agreed to the terms & conditions of the booking application form.

Application (Booking Application): - A request for Agreement to Sale made by the Person(s)/Company/Partnership/HUF 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 and prior to Allotment of the apartment they will be considered as Intending Allottee(s).

Agreement to Sale: - Confirmation of booking of apartment by the Company and an agreement to Sale over a standard prescribed format of company which is duly executed between the Company and Allottee (s).

Allottee(s): - Those who have been allotted an apartment over a standard format of Company and thereafter a particular apartment(s) has been reserved for that/those particular Allottee(s) and he/they have agreed to abide by all the terms and conditions till the time and indenture of conveyance is executed. In case of more than one applicant the other will be considered as co-allottee and allottee and the co-allottee will have equal share in the apartment.

AOA: - Means the Apartment Owner Association, an organization of the APPARTMENT owners which shall be duly formed as per the RERA Conditions/ U.P. Apartment Act

Apartment: - The dwelling apartment in the project which is identified by a number, that number is also identifying the floor and the Block of that apartment. "Said Apartment" shall mean the specific apartment applied for by the Applicant in the Said Project, details of which have been set out in the Application form/Allotment letter.

Maintenance of Services (AMC): That the allottee has to pay maintenance expenditure @ _____ till EWS tower is transferred to Local Body for maintenance.

Area: -

- a. **Area of land:** - Total Area of land over which the project is going to be constructed.
- b. **Carpet Area:** - The carpet area comprises of the net usable area of an APPARTMENT, 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 APPARTMENT.
- c. **Total Area:** - Total Area of the apartment will comprise of the Carpet Area + Balcony Area + Cupboard Area + External walls and Column Area of the apartment and proportionate Common Area and Limited Common Area for the apartment.
- d. **Common Area and Facilities :-** All areas and facilities to be used by all the apartment, such as entrance lobbies, corridors, staircases, staircase shafts and munties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control panel room, installation area of transformer and DG set, guard rooms, entrance and exit of the project, water supply, treatment plants, pump house, sewerage systems and STP, EPBX systems, common toilets,

rain water harvesting systems etc.

- e. **Limited Common Area and Facilities (LCA):** - Those which are reserved for use of certain apartment or apartments to the exclusion of the other apartment like open parking etc.
- f. **Independent Area:** - Commercial Shops/ Block, Hospital/Nursing Home, School, Club area, swimming pool, kiosks etc which will be the sole property of promoter and has exclusive right to use, sell, rent/lease, dispose in the manner promoter thinks fit and proper. Applicant shall not have any right to claim over such area.
- g. **Basement parking:** - The basement parking space type refers to parking located below the ground level in an occupied building. These parking are either completely or partially below the ground level.

Basic Cost of APPARTMENT: - The consideration amount for sale of APPARTMENT exclusive of other charges which are mentioned in the Booking Application Form and the Allotment letter.

Company: - That is **M/s. SCC BUILDERS PVT. LTD.** a company registered under the companies act 1956 having its corporate office at H-69, Sec-63, Gautam Budh Nagar (U.P.) with **CIN No U45201DL2005PTC139039**

Completion Certificate: - It is an important and mandatory legal document attesting to the fact that a new building / block of the project has been constructed and completed according to all the safety norms and regulations of the Building by Laws as per **Ghaziabad Development Authority**.

Complex: - The entire project which has apartments of different layouts and dimensions in various Blocks and also has 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 apartments, buyers and developers. It also keep a check over the developers according to its code of conduct.

Date of possession:— Means the date of offer of possession by the promoter as mentioned in the Allotment letter and subsequent execution of Conveyance Deed / Transfer Deed.

Defects: - The defect shall be limited to the defect in construction (i.e. structure). However, air cracks in plaster masonry, warpage in doors and windows etc. shall not be considered as defects since some minor changes may occur due to inherent characteristics of the material used. Defects shall not cover damages caused by force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect 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 Company shall co-operate with the purchaser in sorting out the issue.

Force Majeure Clause: - means any event or combination of events or circumstances beyond the control of the Company which cannot by the exercise of reasonable diligence, or 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 letter, which shall include but not be limited to:

- a. Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
- b. Explosions or accidents, air crashes, shipwrecks and act of terrorism.
- c. Strikes or lock outs, industrial dispute.
- d. 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.

- e. War and hostilities of war, riots, bandh, or civil commotion.
- f. 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 of the Allotment letter.
- g. Any legislation, order, rule or regulation made or issued by the Govt. or any other authority, if any competent authority refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/Said Building, if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority become subject matter of any suit/writ before a competent court.

Sinking Fund: That the maintenance of the said group housing project will be carried out by the company or its nominee till the formation of Resident Welfare Association. (Apartment Owners Association). Every allottee(s) have to pay 1% or as per prevailing rates towards the sinking fund calculated on the total area of the apartment of the allottee(s) on offer of possession which would be used for major maintenance of the said project. All the terms and conditions of the maintenance agreement will remain same.

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 with dimensions.

Legal Title: - Legal title of the land on which development of the project is proposed along with legally valid documents with authentication of title.

Payment Plans: - These are the schedule of payment towards the captioned booking of APPARTMENT having mode, intervals and the time frame for the payments to be made by the allottee(s).

Project: - means **SCC BLOSSOM** situated at Khasra no.1179, 1180 Village Noor Nagar, Rajnagar Extension, Ghaziabad.

Project Name: Means the name of entire group housing project under **Pradhan Mantri Awas Yojna (PMAY) affordable housing in partnership i.e SCC Blossom** comprising of different blocks/towers, commercial block/tower, school, hospital/nursing home etc. in different phases like Phase I, Phase II, Phase III and Phase IV.

Promoter: - Promoter is a company which constructs or causes to be constructed a block or building of EWS apartments, commercial shops, residential apartments, nursing home, primary school etc for the purpose of selling some or all of them to other persons, or to a Company, Co-operative or other Association of persons.

Taxes: - shall mean any and all prevailing taxes payable by the Company or the taxes going to be attributed in future, by way of workers welfare/ labour cess, elevated & metro cess, GST, educational cess if any, or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said Apartment/Said Building/Said Complex.

Act means the Uttar Pradesh Real Estate (Regulation and Development) Act, 2016.

Authority means Uttar Pradesh Real Estate Regulatory Authority.

Government means Government of Uttar Pradesh.

Rules means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.

Regulations means the Regulations under Real Estate (Regulation and Development) Act, 2016.

Section means a Section of the Act.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of [khasra no 1179, 1180 totally admeasuring 17330 square meters situated at Noor Nagar (Raj Nagar Extension) in Tehsil & District Ghaziabad as per mentioned details. (Details as given in Table1.1)

Table 1.1

S.No	Dated	Khasra no	Serial no	Document no	Page no	Volume no	Land area (sq.mt)
1.	06.01.2017	1179 & 1180 ME	172	1	25-52	172	14800
2.	06.01.2017	1180 ME	173	1	53-80	173	2530
Total							17330
Land use for road widening GDA.							530
Net Plot Area							16800

AND WHEREAS the Company has been given exclusive right to develop **EWS flat** in the said Project under the name and style of **SCC BLOSSOM**.

- B. The Said Land is earmarked for the purpose of building a EWS, residential, commercial project, comprising of different blocks/towers, commercial block/tower, school, hospital/nursing home etc. in different phases like Phase I, Phase II, Phase III and Phase IV. The said project shall be known as "**SCC BLOSSOM**".
- C. The promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which project is to be constructed have been completed.
- D. The **Ghaziabad Development Authority** has granted the commencement certificate to develop the Project vide approval dated **10.01.2019** bearing registration no **07/PMAY/GDA/M.P/2018**
- E. The Promoter has obtained the layout plan, sanctioned plan, specification and all necessary approvals for the project and also for apartment, shops, nursing home and school from **Ghaziabad Development Authority**. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of **Act** and other laws as applicable.
- F. The Promoter will registered the Project under the provisions of Act with the Uttar Pradesh Real Estate Regulatory Authority.
- G. The Allottee had applied for _____ (**EWS**) in the Project vide application dated _____ and has been allotted Unit No. _____ having carpet area sq.ft. (sq.mtr.), total area of _____sq.ft. (_____sq.mtr.), on _____ (**Floor**) in block _____ along with _____ (Parking Type).
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the

mutual rights and obligations detailed herein.

- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of PMAY scheme, laws, by laws, rules, regulations, notifications, etc., applicable to the Project.
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement to Sale and all applicable laws, are now willing to enter into the terms and conditions of this Agreement appearing hereinafter.
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the unit .

1 TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, Allottee as identified by government agency hereby agrees to purchase the EWS unit as per Pradhan Mantri Awas Yojna (Affordable Housing) in partnership.

Both the parties confirm that they have read and understood the provision of Section 14 of the Act.

- 1.2 The Total Price for the Apartment based on the carpet area is **Rs.** _____ /- (_____ /- ("Total Price"

Break up and description: -

APARTMENT/ UNIT NO		
TOTAL AREA		
PAYMENT PLAN	DP (Details as per annexure attached)	
COST		
GST		
FINAL PRICE OF THE APPARTMENT/ UNIT WITH GST		

Note: *Electricity Connection will be provided directly by PVVNL (Paschimanchal Vidyut Vitran Nigam limited) of Uttar Pradesh.*

Power Backup Load of 1KVA per apartment. (optional)

- 1.3 The Allottee(s) shall make the payment as per the fixed schedule set out in **Payment Plan** (Annexure).
- 1.4 The Project/complex will have apartments of different sizes and dimension in various Blocks therein and will also have independent spaces (commercial/ convenient shops, play school, small party hall, space for gym) as per Project specification herein after.
- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent

of the Allottee as per provision of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the allottee, or such minor changes or alterations as per the provisions of Act.

1.6 The Allottee shall have the right to the Apartment as mentioned below:

- i. The Allottee shall have exclusive ownership of the Apartment .
- ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
- iii. The undivided share in the land will have the land area of a Block in which the Apartment is situated and the land area of common use in the project. It is clarified that only the Apartment owner of a particular Block will have the undivided share in the land of that Block, they will also have the undivided share in the land areas of common use with other Blocks, therefore the land of a Block is confined up to the undivided share of APARTMENT owners of a particular Block.
- iv. That the allottee(s) and the family members have a right to visit and inspect the premises during the course of construction. A prior appointment should be taken for any such visit. The company shall not be held liable for any loss/cost/damages or any other expenses caused due to such visit of his. If at the time of inspection during construction or after construction any accident may occur with the purchaser or any family member accompanying him/her without taking prior permission and safety measures the promoter will not be held responsible. Kindly co-ordinate with the company staff for your visit.

1.7 It is made clear by the Promoter and the Allottee agrees that the Unit along with PARKING TYPE -_____ shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee.

1.8 It is understood by the allottee that all other rights excepting ones which have been mentioned including easement rights, un- allotted parking places, spaces for commercial, play school and convenient shops, small party hall, spaces for gym etc. or any other spaces which do not falls under the definition of common areas will be the sole ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets as they please.

1.9 The project with apartment at ground/upper ground floor may have extra area apart from the Total Area of the Unit, which is for the exclusive use of these unit only, this is an independent area of the project with the said apartment(s) and the said area shall also be computed in addition to the share in land of the project with the said apartment(s). The details of these said apartments(s) is also given in the sanctioned layout plans.

1.10 The Allottee has paid a sum of **Rs.**_____ **/- (Rupees _____Only)** vide cheque no._____ Dated _____ Drawn On _____ as booking amount being part payment towards the Total Price of the APARTMENT at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the APARTMENT as prescribed in the Payment Plan and as may be demanded by the Promoter within the time and in the manner specified therein provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in Para9.4.

1.11 In-case the Allottee(s) wants to avail of a loan facility from his employer or financial institution(s) to pay the consideration of the Said APARTMENT allotted herein, the Promoter shall facilitate the process subject to

(a) the terms of the financial institution(s) shall exclusively be binding and applicable upon the Allottee(s) only.

(b) The responsibility of getting the loan sanctioned and disbursed as per the payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Promoter, as per Payment Plan, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by time provision contained in Para 9.4

(c) In case of default in repayment of dues of the financial institution(s) by the Allottee(s), the Allottee authorizes the Promoter to cancel the allotment of the Said APARTMENT and refund the amount received till that date after deduction of earnest money as specified in Para – 7.12 (IV), directly to financial institution(s) on receipt of such request from financial institution(s) without any reference to the Allottee(s).

(d) Any unpaid amount, payable by the Allottee(s) on account of sale price, interest accrued and the other charges, shall always be treated as first charge of the Promoter on the Said APARTMENT notwithstanding the claim of the financial institution(s).

(e) Any such loan shall always be deemed to be subject to the terms and conditions of this Allotment letter, which shall prevail upon the conditions of the financial institution(s) for sanction of the same.

1.12 The Promoter shall not be responsible towards any third party making payment / remittance on behalf of allottee and such third party shall not have any right in the application /allotment of the APARTMENT in any way and promoter shall issue the payment receipt in favour of allottee only.

2. **MODE OF PAYMENT**

Subject to the terms of the Allotment letter and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of ' **M/s. SCC BUILDERS PVT. LTD SCC BLOSSOM**

PH ____ COLLECTION ESCROW ACCOUNT.' payable at **Delhi** .

3. That the installment in respect of payment of the EWS APARTMENT will be due at the intervals as per PMYA i.e in 3 equal six monthly installment.

4. **TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time as prescribed in PMYA for completing the project and handing over the APARTMENT to the Allottee after receiving the completion certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement to Sale subject to the simultaneous completion of construction by the Promoter as provided in (“**Payment Plan**”) Annexure.

5. **MARKETING OF PROPERTIES**

That the promoter shall transfer EWS houses in favour of beneficiaries identified by Government agency,

6. **CONSTRUCTION OF THE PROJECT/ APPARTMENT**

The Allottee has seen the specifications of the APARTMENT and accepted the Payment Plan, floor plans, layout plans [annexed along with this Allotment letter] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Allotment letter, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the **Ghaziabad Development Authority** and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under **the Act**, and breach of this term by the Promoter shall constitute a material breach of the Allotment letter.

That the dimensions shown in the brochure, map or any other document for inner areas of APARTMENT have been shown on brick wall to brick wall basis.

7. **POSSESSION OF THE APPARTMENT**

- 7.1 **Schedule for possession of the said APARTMENT:** The Promoter agrees and understands that timely delivery of possession of the APARTMENT is the essence of this Agreement to Sale. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment within 24months unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the APARTMENT.

- 7.2 That the construction of the project is likely to be completed as early as possible, the following can

affect to that, regular and timely payments by the allottee(s) availability of building material etc. any dispute with the contractor, change of laws by Government/ local authorities/any court order/force majeure circumstances etc. No claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any others reasons beyond the control of the company.

7.3 That the project is comprising of many Blocks, as soon as the construction of a particular Block will be completed with all the basic amenities attached to that Block, the company after obtaining completion certificate of the particular Block from concerned authority will offer the possession of the APARTMENT in that Block to the allottee(s), the construction of remaining Blocks will be continuing. It can take further time till the completion of other blocks. 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 taking of possession due to ongoing construction or any other reason whatsoever. It is hereby cleared to the allottee(s) that the completion certificate in part can 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.

7.4 **Schedule for Possession of the Common amenities:-**The Promoter herein is developing the said project which consists of common amenities like club house, pool, play school; landscape garden etc other than the APPARTMENT block/tower. The construction/development of the said common amenities will be completed simultaneously. The Allottee/s herein agrees and convey that he/she /they shall not be entitled to refuse to take the possession of the said APPARTMENT/ unit on the ground of non completion of aforesaid common amenities if the completion certificate has been received.

7.5 **Compensation:**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under **Act** and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the APPARTMENT (i) in accordance with the terms of this Agreement to Sale/Allotment letter, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under **RERA**; or for any other reason; the Promoter shall be liable as per the provision of PMAY.

7.6 That the construction of the project is to be completed within 24 months, the following can affect to that, regular and timely payments by the allottee(s) availability of building material etc. any court order in case of dispute, change of laws by Government/ local authorities/any court order/force majeure circumstances etc. No claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any others reasons beyond the control of the company. These will be considered as part of Force

Majeure event.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the EWS.
- iii. That there are no litigation pending before any Court of law or Authority with respect land, project or the Apartment.
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and APPARTMENT are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and APPARTMENT and common areas.
- v. The Promoter has the right to enter into this agreement to sale /Allotment letter and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- vi. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- vii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance , order, notification (including any notice for acquisition or reacquisition of said property) has been received or served upon the Promoter in respect of said project /land.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- i. Promoter fails to provide ready to move in possession of the APPARTMENT/ to the Allottee within 24 Months. For the purpose of this clause, 'ready to move in possession' shall mean that the APPARTMENT shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed between the parties and for which completion certificate has been issued by competent authority.

9.2 In case of Default by Promoter under the conditions listed above, promoter shall be liable to penal

consequence as prescribed under PMAY.

- 9.3 Although timely payment is the main essence of the Agreement to Sale, however there will be a grace period for the delay of 7 days from the due date of payment and in case the delay exceeds for more than 7 days then there will be no grace period and interest rate as per UPRERA shall be charge from the day one. In the eventuality of a prolonged delay (above 15 days) there will be penal interest 5% p.a over and above prescribed interest rate as per UPRERA. Where the cancellation could not be made by an omission or any other reason, in exceptional circumstances the company may in its sole discretions condone the delay in receipts of payment by enhancing the cost of the APPARTMENT as per the prevailing rates or charging interest + penal interest whichever is higher.

10. CONVEYANCE OF THE SAID APPARTMENT

The Promoter, on receipt of complete amount of the Price of the EWS APPARTMENT as detailed in the Agreement to sale from the Allottee, shall execute a conveyance deed and convey the title of the EWS APPARTMENT on the stamp paer of Rs.500. Allotte shall bear stamp paper cost and get registration of EWS apartment in his/ her favour.

Note: - all the un-sold Spaces and areas which are not falling as part of common area shall continue as the property of the company and all right are reserved with the company for the said areas.

11. That it shall be the responsibility of intending allottee(s)/allottee(s) to inform the company by Registered A/D letter or Courier about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence demand letters/notices. letters posted at that address (if change in address has not been intimated) will be deemed to have been received by the intending allottee(s) and the company shall not be responsible for any default.

12. MAINTENANCE OF THE SAID BUILDING / APPARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain the services till they are transferred to the local body for maintenance and promoter is entitle to collect maintenance expenditure from the allottee at the rate decided by the company from time to time.

13. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement to Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of completion certificate/ first possession of the apartment, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s)

shall be entitled to receive appropriate compensation in the manner as provided under **RERA**.

The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, warpage in doors and windows etc. shall not be considered as defects since some minor changes may occur due to inherent characteristics of the material used. Defects liability shall not cover damages caused by force majeure situations 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 Company shall co-operate with the purchaser in sorting out the issue vice-a versa customer will cooperate with the company.

In case the apartment owner(s) has/have made internal changes in the interior of the apartment/unit and the layout of the apartment has been changed consequently the allottee(s)/owner(s) shall not be entitled for the defects liability.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of Allottee(s) shall have rights of unrestricted access of all Common Areas, parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the apartment owner association and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within **SCC BLOSSOM** shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the apartment owner association formed by the Allottee(s) for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 The Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 As per the decision of Uttar Pradesh Electricity Board, promoter is not allowed to have single point connection from Paschimanchal Vidyut Vitran Nigam Ltd . Individual electricity connection shall

be provided by UPPCL/ PVVNL only to individual subject to the fulfillment of their condition by intending allottee. Promoter is no more responsible for providing electricity connection. This will be directly supply be UPPCL/PVVNL through smart pre-paid meters. The promoter will only avail electricity connection for common area and common utilities.

- 16.3 That the allottee(s) can also avail Power back-up facility as opted by him/her/them in the application form. The allottee(s) may kindly ensure to have given his/her/their consent in writing, at the time of application as no request for power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel, services and manpower of maintenance at the time of possession.

Note :- Any request for reducing the power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) will be final once opted in the booking application.

- 16.4 That the apartment shall be used for the residential purpose, any other motive which may or is likely to cause public nuisance or not permissible under the 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.
- 16.5 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 16.6 That the two wheeler parking will be available inside the complex, as per the type opted by the allottee(s) in the Application Form .The cars/Scooters/Two Wheelers/Cycles will be parked within the same parking spaces allotted to the allottee(s). The car parking, either LCA, Stilt, Basement level 1orBasement level 2, Open Mechanical, Basement Mechanical Parking Slot, is Optional. No car/ vehicle is allowed inside the complex except those who have reserved the car/two wheeler parking space. The company also reserved its rights to allot the un-allotted parking spaces, in future, after handing over the maintenance of the said complex to the Apartment Owners Associations of the complex. The AOA or owners/allottee/occupiers of the apartments shall not have any right over the un-allotted parking spaces and unallotted parking space shall always be the sole ownership of promoter and the same can be allotted/lease/sold out by the promoter any time to any party at his discretion.

Apartment owner's Association (A.O.A.) or owners / Allottees / occupiers of the apartments shall not have any right over the un-allotted parking spaces. The allotted earmarked Car Parking Space shall automatically stand transferred with the transfer of the said apartment. The allottee shall make available parking space to maintenance staff for maintenance of the meter, pipe, man holes etc., as

and when required.

17. TAXES AND OTHER CESS

GST (Goods and Services Tax):- The Allottee/s herein is well aware that the State Government of U.P and the Central Government of India has imposed GST on the agreed consideration, for the transaction for sale of apartment by the Promoter to the Allottee. As per the act it is the duty of the promoter to pay applicable tax from time to time to the Government of U.P., and the Central Government of India and hence it is agreed between the parties that, the Allottee(s) shall bear and pay the aforesaid tax amount on every installment whenever it is due, to the Promoter herein to enable the Promoter to deposit / pay the same to the Government of U.P and the Central Government of India.

Labour Cess: A cess in accordance with the Building and other Construction Worker's Welfare Cess Act 1996.

Levy and Collection of Cess: It shall be levied and collected for the purposes of the Building and Other Construction Workers Welfare (Regulation of Employment and Conditions of Service) Act 1996, at such prevailing (as the Central Government may, by notification in the Official Gazette, from time to time specify).

18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is agreeing to the terms and conditions of this document for the Allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her own cost.

19. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in **the Act**.

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement to Sale he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

21. U.P APARTMENT (PROMOTION OF CONSTRUCTION , OWNERSHIP AND

MAINTENANCE OWNERSHIP ACT 2010)

The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the **U.P. Apartment (PROMOTION OF CONSTRUCTION , OWNERSHIP AND MAINTENANCE OWNERSHIP) ACT 2010**. The Promoter showing compliance of various laws/regulations as applicable in **Building By-laws of Ghaziabad Development Authority**.

22. PROVISIONS OF THIS ALLOTMENT LETTER APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEE(S)

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE

- 24 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement to Sale/ Allotment letter, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s).

25. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement to Sell or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26. PLACE OF EXECUTION

The execution of this Agreement to Sale shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____. Regarding registration of agreement to sale, both parties here agree and confirm to execute before sub registrar Ghaziabad.

27. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement to Sell/Allotment Letter shall be deemed to have been duly served if sent to the Allottee or the

Promoter by Registered Post at their respective addresses specified below:

Allottee Name:

Allottee Address:

Promoter Name: SCC Builders Private Limited

Promoter Address: H-69 , 3RD Floor, Sector-63 , Noida-201301

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Allotment letter in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

35. JOINT ALLOTTEE(S)

That in case there are Joint Allottee(s) all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

36. COMPLIANCE WITH LABOUR AND OTHER RELEVANT LAWS

That the promoter shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and by-laws of the State or Central Government or local authority and any other labour law(including rules), regulations, by-laws that may be passed or notified or that may be issued under any labour law in future by State or Central Government or by local authority

37. ARBITRATION & CONCILIATION

That in the event of any dispute whatsoever arising connected with the allotment of the said apartment, the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI (NCR). The said allotment is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI 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 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. You can logon to CREDAI (GZB) at www.credaincr.org .

38 DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Allotment letter, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Authority or Adjudicating Officer appointed under the

UPRERA.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement to Sale/Allotment letter at Ghaziabad in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)
(1) Signature
Name
Address
.....
.....

(2) Signature
Name
Address
.....
.....

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) Signature (Authorized Signatory)
Name
Address M/s. SCC BUILDERS PVT. LTD.
H-69,SEC-63,NOIDA

At _____ on _____ in the presence of:

WITNESSES

(1) Signature

Name
 Address

(2) Signature
 Name
 Address

ANNEXURE 'C'
NAME:

Appartment NO.:

S.No.	Particulars	Instalment Name	Instalment Date	Net BSP(%)	GST(12@%)
1	On Booking	At the Time of Booking			
2	IST INSTALLMENT	WITHIN SIX MONTHS			
3	IIND INSTALLMENT	NEXT 6 MONTHS	--		
4	IIIRD INSTALLMENT	NEXT 6 MONTHS	---		

ANNEXURE 'E'SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

FACILITIES & AMENITIES OF PROJECT	
1	GREEN AREA
2	SPACE FOR COMMUNITY HALL
3	2 WHEELER/SCOOTER PARKING
4	ELEVATOR
5	POWER BACK FOR COMMON AREA

(The 'Annexure' to this Allotment letter shall be as agreed to between the Parties)