

RERA REGNO .....

**ALLOTMENT LETTER**

Date: \_\_\_\_\_

To

1. 1st Applicant [Allottee 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 Commercial apartment/unit in the group housing project named as "SCC Blossom" 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 commercial apartment/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:

#### **TERMS AND CONDITIONS OF ALLOTMENT OF THE SAID APARTMENT/UNIT**

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**". In case of more than one Allottee they will be collectively referred to as "Allottee(s)".

#### **DEFINITIONS:**

**Applicant:** - Means person(s), applying for Allotment of the said apartment, 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 Allotment Letter/Agreement to Sell 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).

**Allotment Letter:** - Confirmation of booking of apartment by the Company and an allotment letter/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:** - whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified

**Advance Maintenance Charges (AMC):** That the allottee has to pay maintenance charges in advance for 24 months calculated on total area of the APPARTMENT of allottee(s) at the prevailing rate per sq. ft. at the time of offer of possession and on an advance monthly basis thereafter.

**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.

**Fit Out Period:** - After completing the construction the final touch i.e. installation of sanitary ware, kitchen sink,

CP fittings, Hardware Accessories, final coat of paint (Items as per specifications of the APPARTMENT/Unit) will be done to the APPARTMENT/Unit during the fit-out period. The duration of said fit-out is 3 months from the date of final payment of dues.

**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.

**IFMS (Interest Free Maintenance Security):** -The same is a statutory one-time security deposit and is paid once at the time of offer possession to the promoter by the buyers.The promoter keeps this amount in its custody as security till the project is handed over in all respect to AOA (Apartment Owner Association).

**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 AOA (Apartment Owners Association).AOA will be formed on possession of majority of the allottee(s)/as per norms. Every allottee(s) have to pay Rs.25 per sq. ft. 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.

**Mechanical Parking:** - An hydraulic vertical stack (car) parking system is a mechanical parking system designed to minimize the area and/or volume required for parking cars. Like a multi-story parking , it provides parking for cars on multiple levels stacked vertically to maximize the number of parking spaces while minimizing land usage. These parking will be operated by valet.

**Maintenance Charges:** - Means the charges to be paid by the allottee(s)/owner of the APPARTMENT for the maintenance and upkeep of the Said Complex/Said Building and common areas as per the payment plan to the

Company or to the Maintenance Agency @ prescribed rates on the total area of the Said APPARTMENT, payable on advance monthly basis.

**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 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.

**Re-Documentation Policy:** - That if the allottee(s) require any alteration / Re-Documentation of the Allotment letter. The Allottee (s) have to pay Charges for Re-Documentation which are Rs. 21000/- to the company.

**Sanctioned Plan:**— means the site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan including structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority.

**Transfer Policy:** The transfer of any apartment will be held on or after the minimum payment of 60% of the total cost of the apartment along with all dues i.e. interest/ penal interest (if any) applicable till the date of transfer. On the other hand, allottee(s) has/have to pay transfer charges @ Rs. \_\_\_\_\_ / Sq. ft. on the total area or @Rs...../-sq.ft. on the carpet area of the apartment at the time of transfer.

**Note:** - Transfer policy is sole right of the company and it can be withdrawn at any time without any prior notice.

**Cancellation Policy:** The policy according to which the company and allottee(s) / applicant has the right to cancel the booking of the flat

**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 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 (sq.mt) area
1.	06.01.2 017	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

- C. AND WHEREAS the Company has been given exclusive right to sell / lease EWS Apartments, Commercial, Residential Apartments , Nursing Home, Primary School of different sizes and dimensions in the said Project under the name and style of **SCC BLOSSOM** .
- D. The Said Land is earmarked for the purpose of building a [commercial/residential] 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**" .
- E. The promoter is fully competent to enter into this Allotment Letter/ 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.
- F. The **Ghaziabad Development Authority** has granted the commencement certificate to develop the Project vide approval dated \_\_\_\_\_ bearing registration no \_\_\_\_\_
- G. 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.

- H. The Promoter will register the Project under the provisions of Act with the Uttar Pradesh Real Estate Regulatory Authority at **Ghaziabad** .
- I. The Allottee had applied for \_\_\_\_\_ **(Commercial)** 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).
- J. The Parties have gone through all the terms and conditions set out in this Allotment Letter/ Agreement and understood the mutual rights and obligations detailed herein.
- K. The Parties hereby confirm that they are signing this Allotment Letter/Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- L. 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/ Allotment letter and all applicable laws, are now willing to enter into the terms and conditions of this Agreement appearing hereinafter.
- M. In accordance with the terms and conditions set out in this Allotment Letter 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 as specified in Para J

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and allotment letters contained herein and other good and valuable consideration, the Parties agree as follows:**

**1 TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Allotment Letter/Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Commercial Apartment

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: -**

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

NOTE: IFMS @RS30/- and Advance Maintenance charges for 24 months @ Rs.5/-sq.ft on Total area and Rs...../- sq.ft.on carpet area payable on offer of possession with all other possession charges

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

***Power Backup Load Optional of 1KVA per apartment/shop***

***Apart from the present availed/opted power backup if any allottee wants to avail additional power backup load then the allottee will have to pay additional charges as per the prevailing rate of that time. Presently the Power Backup Load is Rs. 40000/- per KVA + GST.***

**Note: -Stamp Duty and Registration Charges is excluded from the above rates and will be borne/ Payable by the Allottee**

### **Explanation**

- i. The Final Price above includes the booking amount paid by the allottee to the Promoter towards the APARTMENT;
  - ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the APPARTMENT to the allottee and the project to the association of Allottee(s) (AOA) or the competent authority, after obtaining the completion certificate.  
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification.
  - iii. The Promoter shall periodically intimate to the Allottee, the amount payable and the Allottee shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
  - iv. The Total Price of Apartment includes pro rata share in the Common Areas as provided in the Allotment Letter/Agreement.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges taxes or cess which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development fee after the expiry of

the scheduled date of completion of the project as per registration with Authority , which shall include the extension of registration, if any , granted to the said project by the Authority, as per the act , the same shall not be charge from allottee.

- 1.4 The Allottee(s) shall make the payment as per the fixed schedule set out in **Payment Plan** (Annexure).
- 1.5 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.
- 1.6 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.

- 1.7 The Promoter shall confirm the final total area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the total area. The total price payable for the total area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the total area within the defined limit then Promoter shall refund the excess money paid by Allottee after all deduction as per company cancellation policy within forty-five days, from the date when such an excess amount was paid by the Allottee. If there is any increase in the total area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Allotment letter.
- 1.8 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.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment 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.
- 1.10 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.
- 1.11 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.
- 1.12 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person.
- 1.13 At any stage during the implementation of the Project the Promoter shall be at liberty to sell, assign or transfer or enter into joint venture/partnership or mortgage or demerge or convert itself to another entity having different name or otherwise deal with its title and interest in the said land and buildings to be constructed without affecting the rights granted in favour of the Purchaser in respect of the APARTMENT agreed to be purchased by Allottee/s as per the terms of the Allotment letters.
- 1.14 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 Para 9.4.

1.15 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.

1.16 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 Agreement to Sale/ 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. COMPLIANCE OF LAWS RELATING TO REMITTANCE

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Allotment letter.
- 3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Allotment Letter/Agreement to Sale, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the Application/Agreement to Sale/Allotment Letter of the said APARTMENT applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

- 4.1 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 4.2 That the installment in respect of payment of the APARTMENT will be due at the intervals as per prescribed payment plan(s) mentioned in the Allotment Letter/Agreement to Sale and opted in the application form, In case the payment is delayed the payment of due instalment first of all shall be adjusted towards the due interest thereafter the remaining amount shall be adjusted in the principal amount due .In case payment is not received within stipulated period or in the event of breach of any of the terms & condition of the Allotment letter by the allottee(s) , the Agreement to Sale will be cancelled and booking amount of 10% of the total cost of the APARTMENT will be forfeited and balance amount will be refunded without interest after all deduction as per company cancellation policy.

#### **5. TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the APARTMENT to the Allottee and the common areas to the association of the allottee(s) 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 Allotment letter subject to the simultaneous completion of construction by the Promoter as provided in (**“Payment Plan”**) Annexure.

#### **6. CONSTRUCTION OF THE PROJECT/ APARTMENT**

The Allottee has seen the specifications of the APARTMENT and accepted the Payment Plan, floor plans, layout plans [annexed along with this Allotment Letter/Agreement to Sale] 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/Agreement to Sale, 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 APARTMENT

- 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 Allotment Letter/ Agreement to Sale. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment by \_\_\_\_\_ + six months grace, 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, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this Allotment Letter/ Agreement to Sale shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment as early as possible without interest , as per book record as well as company policy. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Allotment letter.
- 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 **Procedure for taking possession** - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Allotment letter to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the

provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges at the date determined by the Promoter/Association of Allottee(s), as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing as soon as possible or within 90 days of receiving the completion certificate of the Project.

- 7.4 That it is thoroughly clear to the applicant(s) that final finishing of the APARTMENT shall be done after deposition of entire dues towards the final demand letter and obtaining NO DUES from the company. After applying for completion certificate the company will provide pre-offer of possession and all due should be cleared within the stipulated time period.
- 7.5 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.
- 7.6 That the construction could be completed prior to the date given in the Allotment letter in that case the allottee(s) shall not refuse from taking the possession on any ground whatsoever. The date given in the Allotment letter is an assessment only and construction could be completed earlier to that.
- 7.7 That a written intimation for completion of APARTMENT will be sent to the allottee(s) and a Fit-Out-Period of 3 months will commence from the date of "Offer of Possession". The said "Fit Out Period" is in order to facilitate the allottee(s) in complying with the requisite formalities 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, final touch of paint etc. will be done during the said Fit-Out- Period and after the registration of sale deed of the APARTMENT only. The allottee(s) may get these final installations done in his/her/their own presence, if so desired.
- 7.8 The final touch to the APARTMENT shall be given after the registration of sale deed for which the keys will be left with the company. The consent of the allottee shall be assumed in this case. The keys will be handed back once the final touch up is complete and on the date which was confirmed to the owner(s). In case the owner(s) delays in taking the keys back after the confirmed date then company shall not be responsible for doing any job in regards to the final touch up again. The monthly maintenance charges shall be payable by the APARTMENT owner(s) after the end of "Fit Out Period" irrespective of the possession being taken or not taken by the APARTMENT owner.
- 7.9 **Failure of Allottee to take Possession of APPARTMENT/ APARTMENT:** - Upon receiving a written intimation from the Promoter as per clause 7.3, the Allottee shall take possession of the APARTMENT from the Promoter by executing necessary indemnities, undertakings and such

other documentation as prescribed in this Allotment letter, and the Promoter shall give possession of the APARTMENT to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.3, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**7.10 Possession by the Allottee:** - After obtaining the completion certificate and handing over physical possession of the APARTMENT to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee(s) or the competent authority when it shall be formed and the maintenance will be handed in all respect, as the case may be, as per the local laws.

**7.11 Cancellation by Allottee:** – The Allottee shall have the right to cancel/withdraw his Allotment letter in the Project as provided in **Act:**

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount of the total cost paid for the Allotment letter. The promoter shall return 50 % of the balance amount of money paid by the allottee within 45 days of such cancellation/ withdrawal and remaining 50% of the balance amount on re allotment of APPARTMENT/ APPARTMENT or at the end of 1 year from the date of cancellation/ withdrawal by the allottee whichever is earlier. The promoter shall inform the previous allottee the date of re-allotment of the said APPARTMENT/ APPARTMENT and also display this information on official website of UP -RERA on date of re-allotment.

**7.12 Cancellation policy by Company:-** Following are the points to be considered when applying for cancellation:

- If any allottee/ allottees request for cancellation of his/her apartment after execution of registered agreement to sale or issue of final allotment letter of the apartment, then the cancellation process cannot be processed. In that case customer is free /open to sell his flat in the market after depositing transfer charges to the company as per company norms & company will not be responsible for any refund.
- The flat will be deemed cancelled by the builders if the booking amount is not paid by any allottee/allottees within 30 days from the date of booking, then the company has sole discretion to force cancel the booking and forfeit any amount received from the allottee and the allottee/allottees will not have any right on the said unit/flat.
- In case of bank default and as per T&C of TPA between allottee ,bank and the Promoter, the bank shall have the right to inform such default on the part of the allottee to the builder and the builder shall accordingly execute the instruction given by the bank which can lead to cancellation of the allotment letter/agreement as well as cancellation of the booking .The company will refund the outstanding amount to the bank as per foreclosure letter, thereafter company will deduct booking amount of total cost , total paid GST, paid brokerage against the flat towards cancellation charges and balance if any will be refunded to the allottee/allottees. The allottee/allottees will not have any right on the said unit/flat and the builder is free to sell the cancelled unit.
- In case of the company fails to give possession of the said flat/apartment within the stipulated period mention in the final Allotment letter/Agreement to Sale then the allottee has full rights to cancel his/her allotted apartment and the entire amount paid by the

allottee/allottees will be refunded after deduction as per completion of cancellation formalities as per UPRERA guidelines.

- In all cancellation cases the paid brokerage & paid taxes like GST, stamp duty etc. will be deducted over and above of 10% of booking amount towards cancellation charges balance amount will be refunded (subject to submission of all the original documents issued by the builders along with application in prescribed format).

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#### **7.13 Procedure for Refund of Money on cancellation of Appartment**

In case of cancellation of allotment of Appartment due to breach of terms and conditions of the allotment letter or at specific request of applicant (s) /allottee (s) the procedure to be followed has already been stated . However, for claiming refund the allottee(s)/ applicant (s) will have to surrender following documents :-

1. Letter of request for refund of money
2. All Original receipts issued by Promoter/ Company and sent/given to them
3. Welcome letter (in original).
4. Allotment letter cum Certificate (in original).
5. In case Bank loan has been raised and Company has signed Permission to Mortgage & Tripartite Agreement, concerned Banks No Dues Certificate and No objection Certificate along with surrender of original and copy meant for applicant(s)/allottee (s) of Tripartite Agreement and Permission to Mortgage
6. In case of Registered Agreement: Cancellation of agreement to sale from Sub Registrar , Ghaziabad.

On receipt of the aforesaid documents process of refund of money will start in terms of this allotment letter/agreement.

In case allottee(s) do not complete the refund formalities within time, the Promoters liability is limited only to refund the amount as per terms of allotment letter/agreement.

**7.14 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 schoo; 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.

#### **7.15 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 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, on demand to the allottee(s), in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the APPARTMENT with interest as per UPRERA as per company policy including compensation in the manner as provided under the Act within forty- five days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest rate as per UPRERA as per company policy in the rules for every month of delay, till the handing over of the possession of the APPARTMENT which shall be paid by the Promoter to the allottee within forty-five days after deduction as per company policy of it becoming due.

- 7.16 That the construction of the project is 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 major 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.
- 7.17 That if there is delay in handing over possession of APPARTMENT after the date of offer of possession due to any others reason(s) which were within the control of the company, the company will pay to the allottee(s) delayed possession charges at the rate as mentioned under RERA for the delayed period provided that all due installments from the concerned allottee(s) were received in time. In case of interest being more than penalty or vice versa both the interest and penalty will be calculated and which ever will be higher will be charged. In case of higher interest the penalty accrued will be deducted and rest of the amount will be paid by the customer to the promoter. Similarly if penalty is more than the interest then the interest accrued will be deducted from the penalty amount and the rest will be paid by the promoter to the customer.
- 7.18 If customer delays in taking possession after the fit-out period. Watch and ward charges at the rate of Rs.2/ per month per sq.ft. (in case of apartment) will be applicable over the allottee(s) and payable by the allottee(s) for the period beyond 3 months till actual date of possession in addition to maintenance charges , if the allottee(s) does not proceed with the requisite compliance as per the letter of "Offer of Possession". The said penalty shall commence from the date of expiry of Fit- out period. This holding/waiting period shall have a limit maximum of 2 months thereafter the said Allotment letter shall be treated as cancelled and no other claim except the refund of paid amount (i.e. that is after deduction of 10 % of total cost of apartment/ apartment) without any interest and as per the terms & condition of the company shall be entitled and entertained.

## 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 Project.
- iii. If promoter will avail a construction loan from the bank for which N.O.C can be obtained from the bank if so required.
- 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 Promoter has not entered into any allotment letter/agreement for sale and/or development agreement or any other agreement / arrangement for said APPARTMENT which will, in any manner, affect the rights of Allottee under this Allotment letter.
- vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said APPARTMENT to the Allottee in the manner contemplated in this Allotment letter.
- viii. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the APPARTMENT to the Allottee and the common areas to the Association of the Allottee(s). As the promoter invites the residents to form AOA and as and when AOA is formed the maintenance will also be handed over to the AOA.
- ix. 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;
- x. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;
- xi. 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 the time period specified. 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.
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of **Act** or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- i. Stop making further payments to Promoter as demanded by the Promoter - If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- ii. The Allottee shall have the option of terminating the Allotment letter in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the APPARTMENT, along with interest at the rate as mentioned under UPRERA within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he/she/they shall be paid, by the promoter, interest at the rate specified in the rules, for every month of delay till the handing over of the possession which shall be paid by the promoter to allottee within 45 days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- i. In case the Allottee fails to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate as mentioned under UPRERA
- ii. In case the Default by Allottee under any conditions, continues for a period beyond 3 consecutive months after notice from the Promoter in this regard, the Promoter may cancel

the Allotment letter of the APPARTMENT/ in favor of the Allottee and refund the amount of money paid to him by the allottee after deducting the booking amount (10% of total cost) and the interest liabilities and this Allotment letter shall thereupon stand terminated. The promoter must not be in default to take this benefit.

Provided that the Promoter shall intimate the allottee about such termination atleast 30 days prior to such termination.

- 9.4 Although timely payment is the main essence of the Allotment letter, 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/ APPARTMENT

The Promoter, on receipt of complete amount of the Price of the APPARTMENT/ APPARTMENT as detailed in the Allotment letter from the Allottee, shall execute a conveyance deed and convey the title of the APPARTMENT together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the completion certificate\*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favor till full and final settlement of all dues with interest if applicable and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

- 10.1 It is hereby agreed understood and declared that the Sale Deed/Registry of the APPARTMENT shall be executed and registered in favor of allottee(s) after the APPARTMENT has been finally constructed at the site, after receipt of total sale consideration and other charges, agreed herein and other connected expenses/charges i.e. cost of Stamp Duty for registration of the Sale Deed/ Registry, registration charges/fees, miscellaneous expenses and Advocate's legal fees/charges shall be borne and paid by the allottee(s). At present the stamp duty is 7% of the valuation as per circle rate list or the consideration amount whichever is higher + registration fee as per prevailing rate will be applicable + Advocate fees (Rs. 15000/- to Rs.25000/- or as mutually decided by the company and its advocate on panel for execution of Sale deed) + Miscellaneous Expenses. The allottee(s) will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act. Any stamp duty and deficiency of stamp thereon imposed by the government/competent authority over Allotment letter, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the allottee(s).

10.2 That until a Sale Deed is executed and registered, the company shall continue to be owner of the APPARTMENT and the construction thereon and the Allotment letter/Agreement to Sale shall not give any right or title or interest therein to the allottee (s) even though all payments have been received by the company. It is further clarified that the company is not constructing an APPARTMENT APPARTMENT as a contractor to the allottee(s) but on the other hand company is constructing the complex as its own as a promoter and sale will be affected after the actual construction/finishing of the APPARTMENT by way of an executed Sale Deed. The Company shall have first lien and charge over the APPARTMENT for all its dues that may/become due and payable by the allottee(s) to the company.

**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.**

- 10.3 That after handing over of possession the contents of each APPARTMENT along with the connected structural part of the building shall be insured by the allottee(s) at his/her/their own cost against fire, earthquake etc. The company shall in no way be responsible. The allottee(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for maintenance of the building.
- 10.4 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/notice. 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.

## **11. MAINTENANCE OF THE SAID BUILDING / APPARTMENT / PROJECT**

- 11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee(s) (AOA) upon the issuance of the completion certificate of the project. The cost of such maintenance for 2(Two) year from the date specified by promoters shall be paid extra apart from total cost of apartment
- 11.2 That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the allottee(s) from the date of possession or deemed date of possession declared by the company, whichever is earlier. That the allottee(s) after possession 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 rules and regulations by State of U.P or any other competent authority. That the allottee(s) shall abide by all laws, rules and regulations of the GDA/local authority/State Govt./ Govt. of India and of the Apartment Owners Association (as and when the AOA formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/ bye laws or rules and regulations after handing over the possession of the apartment. The apartment shall be used for the residential purpose.

- 11.3 **Maintenance Charges:** Commencing from the date notified by the Promoter for taking over

possession of the Said Apartment, the Allottee(s) agrees to pay a maintenance charge @ Rs. 5/- per sq. ft. on total area per month along with applicable GST thereon, in advance for 24 months thereafter on an advance monthly basis to the maintenance agency. The Allottee(s) hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement, which inter-alia includes provisions for maintenance charge for becoming member of the Apartment Owners Association, as and when formed, and the scope of maintenance etc.. The maintenance charges shall be payable at the rates determined by the Maintenance Agency, irrespective whether the Allottee(s) is in occupation of the Said Apartment or not. It is agreed that the Maintenance Charges may be enhanced, from time to time, as may be determined by the Maintenance Agency.

**Sinking Fund:** That the maintenance of the said group housing project will be carried out by the company or its nominee till the handover of the maintenance to the AOA (Apartment Owners Association) once it is formed after which the maintenance will be carried out by AOA . AOA will be formed on possession by majority of the Allottee(s) / as per norms. Every allottee(s) has/ have to pay Rs.25 per sq. ft. (calculated on the total area of the apartment of the allottee(s)) towards a sinking fund which may be created by the promoter or the AOA as and when a major work needs to be carried out in the project. The day to day maintenance of the project will be carried out from the AMC (Advance Maintenance Charges). The sinking fund so collected by promoters will be transfer to the AOA on handover of the project subject to the deduction of amount spent if any.

- 11.4 The Maintenance Charges as intimated to the Allottee(s) by the Maintenance Agency, shall be payable by the Allottee(s) within a period of seven (7) days of demand. In case of delay in monthly maintenance charges within this period, interest @ 12% p.a. plus applicable GST shall be charged for the period of delay. In case of failure of the Allottee(s) to pay the monthly maintenance charges on or before the due date, the Maintenance Agency will be entitled to effect disconnection of services to the Allottee/s that may include disconnection of electricity/water/sewer/power back-up, and debarment from usage of any or all common facilities within the Project / Said Building / Said Apartment. The Maintenance Agency may also, apart from other remedies open to it, restrict or object to the transfer of the Said Apartment by the Allottee(s).If in case the allottee continues to default then the maintenance charges will be transferred from the IFMS deposit to avoid any hindrance in the maintenance of the project.
- 11.5 An Interest Free Maintenance Security deposit @ Rs. 30/- per sq. ft.( presently GST is not applicable on IFMS) for the total area shall be deposited by the allottee(s) at the time of offer of possession. This is a one-time refundable security deposit. The security will be refunded to the Allottee or transfer to the AOA as per our books and records deems fit or as per prevailing laws (if any) after the handover of entire project in all respect.
- 11.6 That the monthly Maintenance charges shall be charged through the electricity meter and the amount will be utilized for electricity expenses of common area, cleaning of common area and maintenance of lifts, parks, roads, security, and other amenities falling under the common area use.
- 11.7 That the MOU for maintenance will be initiated at the time of offer of possession and the same shall define the terms and condition regarding the maintenance.
- 11.8 Payment for the electricity/ power backup/ maintenance charge etc will be charged through the

prepaid energy meter. The allottee can get their connection recharged from the concerned department.

## **12. TRANSFER POLICY**

The transfer of any apartment will be held on or after the minimum payment of 60% of the total cost of the apartment along with all dues i.e. interest/ penal interest (if any) applicable till the date of transfer. On the other hand, allottee(s) has/have to pay transfer charges @ Rs.\_\_\_\_/ Sq. ft. on the total area or @ Rs..... Sq.ft. on the carpet area of the apartment at the time of transfer.

**Note: - NOC from the company is required for clearance of dues prior to the sale of apartment by the apartment owner otherwise the subsequent buyer will not be allowed.**

## **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 Allotment letter 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 vise-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 OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed by the promoter or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified in the maintenance agreement done with the promoter or the association of Allottee(s) from time to time.

## **15. 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 association of Allottee(s) 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.

## **16. 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 association of Allottee(s) formed by the Allottee(s) for rendering maintenance services.

## **17. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 17.1 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.
- 17.2 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.
- 17.3 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.**

- 17.4 That it is hereby agreed, understood and declared that the company may have taken a construction finance/demand loan for construction of the above said complex from the banks/financial institutions after mortgaging the land/apartment of the said complex. However, the sale deed in respect of said apartment in favor of allottee (s) will be executed and registered free from all encumbrances at the time of registration of same.
- 17.5 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.
- 17.6 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.
- 17.7 As per the decision of Uttar Pradesh Electricity Board, promoter is not allowed to have single point connection but they should have multipoint connection of Paschimanchal Vidyut Vitran Nigam Ltd . Individual electricity connection shall be provided by UPPCL 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 through smart pre-paid meters.
- 17.8 To maintain the said Apartment at Allottee/s own cost in good and tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or suffer to be done anything or to the said project/building in which said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required. Any changes if so made, defect liability under the RERA will become null and void.
- 17.9 That the car/ 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). One car parking, either LCA, Stilt, Basement level 1 or Basement 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.

Association (A.O.A.) of owners of the apartment(s). The R.W.A.(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.

## **18. 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.

**TDS(Tax Deducted at Source):-** The Purchaser/s herein is well aware that the central Government of India has inserted Sec.194-1A in Income Tax Act 1961 imposed responsibility on Allottee/s. If consideration payable by the Allottee/s to the Promoter is more than Rs.50,00,000/- then at the time of credit of such sum to the account of the Promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax. Accordingly if the Allottee/s herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produces original Challan-cum-statement in Form No. 26QB and Form 16B u/s 194-1A of Income Tax Act 1961 read with Income tax Rule 30(a) (2A) & 31A or 16B in the name of Promoter herein with PAN, then only the Promoter will acknowledge receipt of part consideration of said tenement for the amount equal to deducted and paid under such Challan-cum-statement.

**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).

## **19. 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.

## **20. 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**.

## **21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Allotment letter 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.

## **22. 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**.

## **23. ENTIRE ALLOTMENT LETTER**

This Allotment letter, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

## **24. RIGHT TO AMEND**

This Allotment letter/Agreement to Sale may only be amended through written consent of the Parties.

## **25. 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.

## **26. WAIVER NOT A LIMITATION TO ENFORCE**

26.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Allotment letter/Agreement to Sale, 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).

26.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

## 27. **BINDING EFFECT:**

Forwarding this Agreement to Sale/Allotment letter to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 10(ten) days from the date of receipt by the Allottee. Secondly appear for registration of the same before the concerned Sub- Registrar at Ghaziabad(for which he will have to pay the stamp duty and other registration charges )as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 10 (ten) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7 (Seven) days from the date of issue of letter to the Allottee. Application of the Allottee shall be treated as cancelled and all sums deposited by allottee in connection therewith shall be returned as per the records of the company after deduction as per company policy.

## 28. **SEVERABILITY**

If any provision of this Allotment letter/Agreement to Sale shall be determined to be void or unenforceable under **RERA** or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Allotment letter shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Allotment letter and to the extent necessary to conform to **RERA** or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Allotment letter shall remain valid and enforceable as applicable at the time of execution of this Allotment letter.

## 29. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE ALLOTMENT LETTER**

Wherever in this Allotment letter/Agreement to Sale it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the total area of the Apartment bears to the total carpet area of all the Apartments in the Project as per U.P. Apartment Act.

30 That it is clear that the commercial block ( hospital, shops and office spaces ) and school is a separate building and separate entity in the event of handover of the residential complex SCC Blossom to AOA , AOA has no claim over the common area, independent area or any other area

whatsoever called falling under the commercial building/tower.

31. Although commercial block ( hospital, shops and office spaces ) and school is a separate building and separate entity but it is noted that some services of residential and commercial is joint therefore any service provider who has access to commercial block( hospital, shops and office spaces ) and school in regard to services like water, fire, electricity, power backup etc service provider and concerned manpower shall also have free right to access of common areas in residential for maintenance related issue, fire, water, electricity etc

### **32. 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 Allotment letter/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.

### **33. PLACE OF EXECUTION**

The execution of this Allotment letter/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.

### **34. NOTICES**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement to Sale/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).

That the applicant & co-applicant (if any) will have equal share in the apartment and in case of death of any of them the booking will be continued 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 availing a loan from bank. Similarly in a divorce case or where a dispute arises between the applicant(s) booking will continue only after providing consent in writing by both the parties and No Objection Certificate from the concerned bank. The interest over the delayed payment shall be charged the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to two months there after the company can cancel the said booking/Allotment letter and the applicant(s)/ allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited after all deduction as per company cancellation policy, and in case of forced cancellation there will be a deduction of 10 % of the total cost of the apartment. For the refund in cases as stated above, consent of both applicant(s)/allottee(s) shall be necessary otherwise the amount shall be refunded in equal share between all the applicant(s)/allottee(s).

If for any reason the Apartment allotted to joint allottee(s) is cancelled (of their own accord or due to forced cancellation) they will have to give in writing the details of the account they will receive the refund(if any) in. Both the allottee will have to give an affidavit confirming the same. Then only company will refund the due amount after all deduction as per company cancellation policy.

## **36. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Allotment Letter/ Agreement shall be construed and enforced in accordance with the Act and the rule and regulation made there under including other applicable law in India for the time being in force.

## **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 (NCR) at [www.credaincr.org](http://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 Allotment letter at \_\_\_\_\_ (city/town name) 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 'A' - DESCRIPTION OF THE APARTMENT**  
**ANNEXURE 'B' - FLOOR PLAN OF THE APARTMENT**

**ANNEXURE 'C' - PAYMENT PLAN**

**ANNEXURE 'D' -SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)**

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

**ANNEXURE 'C'**

**NAME:**

**Apartment NO.:**

S.No.	Particulars	Instalment Name	Instalment Date	Net BSP(%)	GST(12@%)
1	On Booking	At the Time of Booking		10	12
2	With In 30 Days Of Booking	With In 30 Days Of Booking		80	12
3	On Offer of Possession	N.A	--	10	12
4	Other Possession Charges	On Offer of Possession	---	100	18

(+- 15 days from every due date of instalment can be considered.)

**NOTE**

- The Colour and design of tiles and motifs can be changed without any prior notice.- Variation in colour and size of vitrified tiles/granite may occur.- Variation in colour of mica may occur.- Area in all categories of apartments may vary up to±10% without any change in cost.- The request for any change in construction/specification of any type in the apartment will not be entertained.

Built up area can vary upto 3% from sanction but super area will remain same.

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

<b>FACILITIES &amp; AMENITIES OF PROJECT</b>	
1	KIDS PLAY SCHOOL
2	DRIVEWAY
3	PARKING (BASEMENT, MECHANICAL, OPEN & STILT )
4	CLUB AREA
5	SWIMMING POOL/WATER BODY
6	OPEN BADMINTON COURT (WITHIN GREEN AREA)
7	GRASSY LAWN
8	HALF BASKETBALL COURT (WITHIN GREEN AREA)
9	2 NO. OF RAMPS (1 FOR ENTRY & ANOTHER FOR EXIT)
10	CONVENIENT APPARTMENTPING COMPLEX
11	KIDS PLAY AREA (WITHIN GREEN AREA)
12	EARTHQUAKE RESISTANT STRUCTURE
13	POWER BACKUP (24X7) (PAYMENT BASIS)
14	WELL-LIT, TREE LINED AVENUES
15	ULTRA MODERN CIVIC INFRASTRUCTURE
16	ELEVATORS
17	EASY APPROACHABILITY
18	RAIN WATER HARVESTING SYSTEM

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