

### ALLOTMENT LETTER

This Allotment Letter is executed on this \_\_\_\_ day of \_\_\_\_ By and Between

**S.C.C. BUILDERS PVT. LTD. (CIN: U45201DL2005PTC139039)**, a company incorporated under the provisions of the Companies Act, 1956 and provisions of Companies Act, 2013 as applicable, having its corporate office at H-69, SEC-63, Noida (PAN: AAJCS3238G), represented by its authorized signatory SHRI VIPUL GIRI authorized vide board resolution dated 07<sup>th</sup> April 2022 hereinafter referred to as the **"Promoter"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees of **the First Part**).

(In accordance with power confined under the first part, the said agreement was duly signed by authorized representative in original proof of genuineness of allotment letter.)

**AND**

#### **Allottee/Co-Allottee**

- a. Sh./Smt. \_\_\_\_\_  
S/D/W of \_\_\_\_\_  
Aadhaar No. \_\_\_\_\_ PAN No. \_\_\_\_\_ DOB \_\_\_\_\_  
Resident of \_\_\_\_\_  
\_\_\_\_\_
- b. Sh./Smt. \_\_\_\_\_  
S/D/W of \_\_\_\_\_  
Aadhaar No. \_\_\_\_\_ PAN No. \_\_\_\_\_ DOB \_\_\_\_\_  
Resident of \_\_\_\_\_  
\_\_\_\_\_
- c. Sh./Smt. \_\_\_\_\_  
S/D/W of \_\_\_\_\_  
Aadhaar No. \_\_\_\_\_ PAN No. \_\_\_\_\_ DOB \_\_\_\_\_  
Resident of \_\_\_\_\_  
\_\_\_\_\_

(\*To be filled in case of joint purchasers)

hereinafter singly/jointly, as the case may be, referred to as the 'Allottee' (which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators, legal representatives, successors, nominees and permitted assigns of the **SECOND PART**.)

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)**”

#### DEFINATIONS:

- i. **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.
- ii. **Application (Booking Application):** - A request for Agreement to Sell made by the Person(s)/Company 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).
- iii. **Allotment Letter/Agreement to Sale:** - 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).
- iv. **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.
- v. **AOA:** - Means the Association of Apartment Owners, an organization of the APARTMENT owners which shall be duly formed as per The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010.
- vi. **Apartment:** - The dwelling Apartment in the project which is identified by a number, that number is also identifying the floor and the Block of that Apartment. “Said Apartment” shall mean the specific Apartment applied for by the Applicant in the Said Project, details of which have been set out in the Application form/Allotment letter.
- vii. **Advance Maintenance Charges (AMC):** That the allottee has to pay maintenance charges in advance for 24 months calculated on Total area of the APARTMENT 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 sanctioned and going to be constructed.
- b) **Carpet Area:** - The carpet area comprises of the net usable floor area of an APARTMENT, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the APARTMENT.
- c) **Total Area/ Super 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/unit, 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:** - Club area, swimming pool, Kiosk, Shop, Commercial Tower, School, Nursing Home/ Hospital, All Parking area (Basement, Open, Stilt or whatsoever) or any other common area 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) **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. In this parking one car parking space (it may be one on the above/upper of other or below/down of other's car parking space) at Mechanical Covered Car Parking on sharing basis i.e. as per availability right to use only and area not sold.
  - h) **Stilt parking:** A stilt car parking is parking spot that is built on the ground floor of the building whether covered or uncovered. In this parking one car parking space (it may be one in front of other or behind of other's car parking space) at stilt Covered Car Parking on sharing basis i.e. as per availability right to use only and area not sold.
  - i) **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. In this parking one car parking space (it may be one in front of other or behind of other's car parking space) at Basement Covered Car Parking on sharing basis i.e. as per availability right to use only and area not sold.
- viii. **Basic Cost of APARTMENT:** The consideration amount for sale of APARTMENT exclusive of other charges which are mentioned in the Booking Application Form and the Allotment letter.
- ix. **Company:** That is **M/s. S.C.C. BUILDERS PVT. LTD.** a company registered under the companies' act 1956 and provision of companies Act, 2013 as applicable, having its corporate office at H-69, Sec-63, Gautam Budh Nagar (U.P.) with **CIN No U45201DL2005PTC139039**.
- x. **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. Further, as per Real Estate (Regulation and Development) Act, 2016 (RERA). Guidelines On completion of Tower when 5 NOC's are received from respective department then, Tower will deemed to be completed.
- xi. **Club Area:** Club Area includes area for boutique, area for party hall, area for gym, area for gaming section etc.
- xii. **Complex:** The entire project which has Apartments of different layouts and dimensions in various Blocks and also has spaces for recreational facilities, club, party hall, basement, swimming pool, parking spaces and spaces for public amenities etc.
- xiii. **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.

- xiv. Development Authority:** Means Ghaziabad Development Authority (GDA).
- xv. Date of Offer of possession:** Means the date of offer of possession by the promoter as mentioned in the Allotment letter or date of receipt of completion certificate whichever is earlier.
- xvi. Defects:** - The defect shall be limited to the defect in construction (i.e., structure). However, air cracks/ hair 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.
- xvii. 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 APARTMENT/Unit) will be done to the APARTMENT/Unit during the fit-out period. The duration of said fit- out is 3 months from the date of Registry.
- xviii. 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.
  - h) Ban on construction due to order of NGT/ High Court/ Supreme Court/ Government which impact delay in of offer of possession.

**IFMS (Interest Free Maintenance Security):** - IFMS is a one-time Interest Free Maintenance Security deposit and is paid once at the time of offer of possession to the promoter by the buyers of **Rs.40/- per sq. ft.** The promoter keeps this amount in its custody as security till the project is handed over in all respect to AOA (Apartment Owners Association). The said amount will be refunded to Allottee or AOA as per discretion of Promoter. In case Promoter does not charge IFMS amount in lieu that Promoter will not liable to refund the IFMS under the policy "Neither will take nor refund".

**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. Maintenance Agency or AOA will collect Sinking fund as may required if any major cost will occur towards upkeep of the Project.

**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.

**Maintenance Charges:** - Means the charges to be paid by the allottee(s)/owner of the APARTMENT 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 as per prevailing rates on the Total area of the Said APARTMENT, payable on advance monthly basis.

**Payment Plans:-** These are the schedule of payment towards the captioned booking of APARTMENT 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 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 commercial shops 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/Duplicate Copy of the Allotment letter. The Allottee (s) has to pay Charges for Re-Documentation which are Rs. 21000/- + GST 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 of the Apartment at the time of transfer.

**Note:** - Transfer policy is sole Discretion of the company and it can be withdrawn/Amended 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 Real Estate (Regulation and Development) Act, 2016.

Regulatory Authority means Uttar Pradesh Real Estate Regulatory Authority (RERA)

Government means Government of Uttar Pradesh.

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

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

Section means a Section of the Act.

**Whereas:**

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

**Table 1.1**

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

- B** AND WHEREAS the Company has exclusive right to sell / lease, Residential Apartments of different sizes and dimensions in the said Project under the name and style of **SCC BLOSSOM**,
- C** The Said Land is earmarked for the purpose of building a project, comprising of different blocks/towers in different phases like Phase I, Phase II, and Phase IV. The said project shall be known as "SCC BLOSSOM" comprising of Commercial Tower shall be known as "SCC HIGH STREET", Hospital/ Nursing Home and School.
- D** 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.
- E** The **Ghaziabad Development Authority** has granted the commencement certificate to develop the Project vide approval dated **21.03.2024** bearing Permit No. **Group Housing/03499/GDA/BP/21-22/1570/29072022**.
- F** The Promoter has obtained the layout plan, sanctioned plan, specification and all necessary approvals for the project from **Ghaziabad Development Authority**.
- G** The Promoter will registered the Project under the provisions of Act with the Uttar Pradesh Real Estate Regulatory Authority.
- H** The Allottee had applied for **'One Flat' (Residential)** in the Project vide application dated \_\_\_\_\_ and has been allotted Unit No. \_\_\_\_\_ having carpet area \_\_\_\_\_ **SQ.FT.**(\_\_\_\_\_ **Sq.Mtrs.**) total area of \_\_\_\_\_ **SQ.FT.** ( \_\_\_\_\_ **Sq Mtrs.**), on ( \_\_\_\_\_ **Floor**) in block **Block '\_\_\_\_'**.
- I** 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.
- J** 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.
- K** 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 Allotment letter and all applicable laws, are now willing to enter into the terms and conditions of this Allotment Letter/Agreement appearing hereinafter.

- L 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.

**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 Residential Unit. Both the parties confirm that they have read and understood the provision of the Act.

**1.2** The Total Price for the Apartment based on the carpet area is Rs. \_\_\_\_\_/-(Rupees Only) + Govt. Taxes extra as applicable. ("Total Price") +other possession charges.

<b><u>Break up and description: -</u></b>		
<b>APARTMENT NO./UNIT NO.</b>		
<b>CARPET AREA</b>	<b>:</b>	<b>_____SQ.FT.</b>
<b>TOTAL AREA</b>	<b>:</b>	<b>_____SQ.FT.</b>
<b>PAYMENT PLAN</b>	<b>:</b>	<b>FLEXI (____)</b>

**ALLOTMENT LETTER**

<b>Particulars</b>	<b>Amount</b>	<b>CGST</b>	<b>SGST</b>	<b>Total Amount</b>	<b>Description</b>
BASIC PRICE					
LABOUR CESS					
CLUB CHARGES					
EEC					
POWER BACK UP					
IFMS					
OPEN /MECHANICAL CAR PARKING(SHARING BASIS)					
<b>Total:</b>					

**NOTE:**

- IFMS @ Rs. 40 per Sq. Ft. will be charged at the time of offer of possession. In case IFMS is not charged being part of Other Possession Charges same will not be refundable also.
- Advance Maintenance charges for 24 months as per prevailing rate on super area payable on offer of possession.
- Electricity Connection will be provided directly by PVVNL (Paschimanchal Vidyut Vitran Nigam limited) of Uttar Pradesh.
- 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. 35000/- per KVA + GST.
- Stamp Duty and Registration Charges is excluded from the above rates and will be borne/ Payable by the Allottee. No Third-Party payment will be accepted.
- Payment of Basic dues/ Other Possession Charges/ Stamp Duty shall be made by allottee or Co- allottee Only. No Third-Party payment will be accepted.
- Please note that any cash payment to our staff or dealer will not be accepted or considered as part of sale consideration.



- 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 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 APARTMENT to the Allottee and the project to the association of Allottee(s) (AOA) or the competent authority, after obtaining the completion certificate or deemed 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 7 days from the date of such written intimation.
- 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 will have Apartments of different sizes and dimension in various Blocks therein and will also have independent spaces as per Project specification herein after.

**1.6** The Promoter may make any minor additions 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 or on deemed completion, 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:

The Allottee shall have exclusive ownership of the Apartment.

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.

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.

That the allottee(s) 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 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 Unit 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, 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. Charges in respect of additional independent area is chargeable and mandatory to pay by the allottee.
- 1.12** The Promoter agrees to pay all outgoing before transferring the physical possession of the Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoing (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 outgoing 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 outgoing 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 (i) Chq No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank of Rs. \_\_\_\_\_/- received amount as booking amount being part payment towards the Basic 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 @ MCLR+1% P.A. for delay payment.
- 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 will provide documents as required by employer or financial institution(s) to facilitate the process subject to the terms of the financial institution(s) shall exclusively be binding and applicable upon the Allottee(s) only. It is sole duty of allottee himself/ herself to arrange loan facility in case he/ she requires loan on their purchasing unit. In case of any delay in disbursement of loan and levy of Interest due to late payment, allottee is bound to pay Interest on delay payment. 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 No 10. 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/UNIT and refund the amount received till that date after

deduction of earnest money as directly to financial institution(s) on receipt of such request from financial institution(s) without any reference to the Allottee(s).

- 1.16** 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).

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.

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 & RELATED TERMS**

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

## **3 COMPLIANCE OF LAWS RELATING TO REMITTANCES**

- 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 fulfil 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, 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/Allotment of the said APARTMENT applied for herein in any way and the Promoter shall be issuing the payment receipts in favour 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 instalment in respect of payment of the APARTMENT will be due at the intervals as per prescribed payment plan(s) mentioned in the Allotment letter and opted in the application form. 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 Allotment letter 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 REAL ESTATE ( REGULATION AND DEVELOPMENT ) ACT,2016 (RERA). and company cancellation policy i.e. by deducting Tax, Brokerage etc.

## **5 TIME IS ESSENCE**

- i. 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 instalment 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

**Note: In case the pace of the construction goes as per the timeline (or sometimes ahead of the timeline), then the promoter shall be entitled to raise demand from the Allottee as the case may be.**

- ii. Further, timely payment of instalments, as contained/stipulated in Schedule B of payments and applicable stamp duty, registration fee and other charges including all statutory charges, GST, applicable etc. (if any) agreed to be payable under the Agreement, is the essence of the transaction contemplated under this Agreement. It shall be incumbent on the Allottee to comply with the terms of payment and other terms & conditions of this Agreement, failing which the Allottee shall be governed by clause 9, 10 & 13 of the agreement.

## **6 CONSTRUCTION OF THE PROJECT**

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

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

## **7 POSSESSION OF THE 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 Agreement to Sale/ Allotment letter. The Promoter, based on the approved Building plans and specifications, assures regarding completion of SCC BLOSSOM Block A & B. For SCC BLOSSOM (PMAY) PH-3 BLOCK A & BLOCK B date of possession is not declared because Promoter applied for RERA registration. As and when the construction/sales of BLOCK A & BLOCK B will start, the completion date will be mentioned in the respective Allotment Letter unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, ban by Court etc. or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure") and 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 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. 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. Further, In case of any extension of Project, duly approved from respected Authorities (REAL ESTATE ( REGULATION AND DEVELOPMENT ) ACT,2016 (RERA).) and any other law, date of handover will automatically extended. Further, the period of Ban on construction due to order of NGT/ High Court/ Supreme Court/ Government will be excluded from date of possession due to which date of possession may be extended.

- 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. Ban on construction due to order of NGT/ High Court/ Supreme Court/ Government which cause delay in offer of possession.

## **8 Procedure for taking possession**

The Promoter, after applying for completion certificate or on receipt of deemed completion certificate with 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 fulfilment 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.

- 8.1 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.
- 8.2 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.
- 8.3 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.

That the Allottee agrees to comply with the offer of fit-out possession made by the Promoter at the appropriate time for furnishing related w.r.t. wood work, customization of interior etc as mentioned hereinabove, and he/she undertakes to make the payment of the Demand as raised by the Promoter at the relevant time while making the fit-out offer of possession.

- . It is clarified that the Promoter shall have all rights to raise the demand and make an offer of possession (including fit-out offer) once it gets the required NOCs from the competent Authorities.
  - ! In continuation of the above, the Promoter reserves the right to raise the demand and make an offer of possession (including a fit-out offer) after applying (after 3 months from the receipt of the Application) for CC/OC from the competent Authorities.
- 8.4 That in view of the above, 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.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in this Agreement. In the event of failure to take possession of Allottee within the stipulated time of 60 day for any reason whatsoever, the Allottee shall be deemed to have taken possession from the date the same has been offered for the purpose of Maintenance Charge or any other levies on account of the allotted Units but the actual physical possession shall be given on the payment of all up to date outstanding dues as demanded by the Promoter.

- 8.5 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.
- 8.6 Failure of Allottee to take Possession of APARTMENT/ APARTMENT: - Upon receiving a written intimation from the Promoter as per clause 7.1, 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 7.1, such Allottee shall continue to be liable to pay maintenance charges as applicable.

The Promoter as a result of such contingency arising, reserves the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Promoter, so warrant, the Promoter may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever shall be claimed by the Allottee(s) for the period of delay/suspension of the Project for the reasons beyond the control of the Promoter. In consequence of the Promoter abandoning the scheme, the Promoter's liability shall be liable to the refund of the amount paid by the Allottee along with interest at the rate of MCLR+1 p. a. for such duration of the amounts with the Promoter.

- 8.7 **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.

Notwithstanding anything hereinabove wrt delay in taking possession of the flat by the allottee, the Promoter reserves the right to claim holding charges for the unit if the Allottee ignores/abstains or fails to respond wrt to taking possession of the said flat irrespective of any reason whatsoever. Further, if the Allottee ignores/abstains or fails to respond wrt to taking possession of the said flat, then the Promoter also reserves the right to cancel the allotment of the said flat unit after the expiration of One months from the date of last communication.

## 9 Cancellation by Allottee: –

1. 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 10% of Total Cost and paid brokerage, Interest & paid taxes like GST, stamp duty etc. will be deducted over and above of 10% of total cost. 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 APARTMENT/UNIT or at the end of 1 year from the date of cancellation/ withdrawal by the Allottee whichever is earlier. Further, In case of scarcity of funds, payment to respected Allottee may be delayed in rare circumstances for which we request respected

Allottee to co-operate with the company as completion of project with funds available is main object the company to handover project on time.

**Note: Amount received will be first adjusted against interest overdue payments and rest amount will be adjusted against basic cost of flat.**

2. If customer delays in taking possession after the fit-out period. Holding charges at the rate of Rs.5/ per month per Sq. Ft. will be applicable over the Allottee(s) and payable by the Allottee(s) from the date of Completion Certificate or deemed CC 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". This holding/waiting period shall have a limit maximum of 6 months thereafter the said Agreement to Sale/ Allotment letter shall deemed to be cancelled by Allottee and paid amount will be refunded as per clause 9.1.
3. If any Allottee/ Allottees request for cancellation of his/her Apartment/Unit after execution of registered agreement to sale or issue of final allotment letter of the Apartment/unit, then the cancellation will be processed only after giving Allottee/ Allottees an opportunity to sell flat in market and complying with our Transfer Policy.

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

- 10.1 The flat will be deemed cancelled by the promoter/ builder if the booking amount is not paid by any Allottee/Allottees within 7 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.
- 10.2 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 promoter/ builder and the promoter/ 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 promoter/ builder is free to sell the cancelled unit.
- 10.3 In case of the company fails to give possession of the said Apartment/Unit 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/Unit and the entire amount paid by the Allottee/Allottees will be refunded after deduction as per completion of cancellation formalities as per REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 (REAL ESTATE ( REGULATION AND DEVELOPMENT ) ACT,2016 (RERA).) guidelines.
- 10.4 Timely payment is the main essence of the Allotment letter, If developers did not get the timely construction may also hampered. **Hence the Allottee has the responsibility to make payments timely to the developers and If Allottee fails to make payment within 3 months then Company has the right to cancel the allotment after giving reasonable opportunity of being heard.**
- 10.5 **Procedure for Refund of Money on cancellation of Apartment/unit**  
In case of cancellation of allotment of Apartment/Unit 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 will have to surrender following documents:
  - Letter of request for refund of money
  - All Original receipts issued by Promoter/ Company and sent/given to them
  - Welcome letter (in original).
  - Allotment letter cum Certificate (in original).

- 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
- 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 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.

**Note: if company goes into cancellation as mentioned in clause 10 then refund will be issued after submission of documents as mentioned above.**

#### 10.6 Schedule for Possession of the Common amenities:

The Promoter herein is developing the said project which consists of common amenities like pool, landscape garden etc. other than the APARTMENT/UNIT 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 APARTMENT/UNIT/ unit on the ground of non-completion of aforesaid common amenities if the completion certificate has been received.

### 11 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 APARTMENT (i) in accordance with the terms of this allotment letter/ Agreement to Sale/Allotment letter, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under REAL ESTATE ( REGULATION AND DEVELOPMENT ) ACT,2016 (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 APARTMENT with interest at the rate mentioned under UPREAL ESTATE ( REGULATION AND DEVELOPMENT ) ACT,2016 (RERA). compensation in the manner as provided under the Act..

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee penalty as per UPREAL ESTATE ( REGULATION AND DEVELOPMENT ) ACT,2016 (RERA)., till issuance of offer of possession of the APARTMENT which shall be paid by the Promoter to the allottee.

Notwithstanding anything contained herein in this agreement, the construction of the project is likely to be completed as early as possible, the following can affect that, regular and timely payments by the allottee(s) availability of building material, pandemic etc. or 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, or compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any other reasons beyond the control of the company. Ban on construction due to order of NGT/ High Court/ Supreme Court/ Government which causes delay in of offer of possession.

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 court order in case of dispute, ban by NGT, courts, Govt., change of laws by Government/ local authorities/any court order/force majeure circumstances etc. No claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any others reasons beyond the control of the company. These will be considered as part of Force Majeure event.



That if there is delay in handing over possession of APARTMENT 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 penalty at the rate as mentioned under UP REAL ESTATE ( REGULATION AND DEVELOPMENT ) ACT,2016 (RERA). for the delayed period provided that all due installments from the concerned allottee(s) were received in time.

If customer delays in taking possession after the fit-out period. Holding charges at the rate of Rs.5/ per month per Sq. Ft. will be applicable over the allottee(s) and payable by the allottee(s) from the date of Completion Certificate or deemed CC 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". This holding/waiting period shall have a limit maximum of 1 months thereafter the said Agreement to Sale/ 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) without any interest and as per the terms & condition of the company shall be entitled and entertained.

## 12 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- 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.
- The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- Promoter has availed a construction loan from the bank for which N.O.C will be obtained from the bank if so required.
- That there are no litigation pending before any Court of law or Authority with respect land, project or the Apartment.
- All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and APARTMENT 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 APARTMENT and common areas.
- 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.
- The Promoter has not entered into any agreement for sale/allotment letter and/or development agreement or any other agreement / arrangement with any person or party except mortgage for bank finance availed loan for construction of project with respect to the said Land, including the Project and the said APARTMENT which will, in any manner, affect the rights of Allottee under this Allotment letter.
- The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said APARTMENT to the Allottee in the manner contemplated in this Allotment letter.
- At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the APARTMENT 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.
- AOA will be formed as per requirements of UP Apartment Act or any other law for the time being in force and handover of project to AOA will be done on completion of 90% occupancy in our project.
- 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;
- 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;
- No notice from the Government or any other local body or authority 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.

## 13 EVENTS OF DEFAULTS AND CONSEQUENCES

13.1 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 APARTMENT/ to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the APARTMENT 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.

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.

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

13.2 The Allottee shall have the option of terminating the Allotment letter in which case the Promoter shall be liable to refund the money paid by the Allottee under any head whatsoever towards the purchase of the APARTMENT as per REAL ESTATE ( REGULATION AND DEVELOPMENT ) ACT,2016 (RERA)..

ii. Provided that where an Allottee does not intend to withdraw from the project or terminate the Allotment letter/Agreement, he/she/they shall be paid, by the promoter, interest at the rate specified under REAL ESTATE ( REGULATION AND DEVELOPMENT ) ACT,2016 (RERA)., till issuance of offer of possession which shall be paid by the promoter to allottee at the time of receipt money against final demand.

13.3 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 UPREAL ESTATE ( REGULATION AND DEVELOPMENT ) ACT,2016 (RERA).

ii. In case the Default by Allottee under any conditions, continues for a period beyond 1 month after notice from the Promoter in this regard, the Promoter may cancel the Agreement to Sale/Allotment letter of the APARTMENT/ in favour 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 Agreement to Sale/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 at least 07 days prior to such termination.

Timely payment is the main essence of the Allotment letter, there will be no grace period and interest @ 12% shall be charged from the day one in case of any delay.

## 14 CONVEYANCE OF THE SAID APARTMENT

14.1 The Promoter, on receipt of complete amount of the Price of the APARTMENT including possession charges as detailed in the Allotment letter from the Allottee, shall execute a conveyance deed and convey the title of the APARTMENT together with proportionate indivisible share in the Common Areas. 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 favour 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).

14.2 It is hereby agreed understood and declared that the Sale Deed/Registry of the APARTMENT shall be executed and registered in favour of allottee(s) after the APARTMENT has been finally constructed at the site, after receipt of total sale consideration and other charges mentioned in allotment, 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).

14.3 That until a Sale Deed is executed and registered, the company shall continue to be owner of the APARTMENT and the construction thereon and the Agreement to Sale/Allotment letter 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 APARTMENT 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 APARTMENT by way of an executed Sale Deed. The Company shall have first lien and charge over the APARTMENT 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.**

14.4 That after handing over of possession the contents of each APARTMENT 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.

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

## 15 MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

15.1 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 Apartment Owners (AOA) upon the issuance of the completion certificate/ deemed completion 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.

15.2 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 Gov./ 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.

15.3 **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 as per prevailing rate 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 charges 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.

15.4 **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. 100 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.

15.5 The Maintenance Charges as intimated to the Allottee(s) by the Maintenance Agency, shall be payable by the Allottee(s) on 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 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.

15.6 An Interest Free Maintenance Security deposit @ Rs. 40/- 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. In case IFMS is not received/ charged from Customer same will not be refundable also.

15.7 That the monthly Maintenance charges shall be charged 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.

15.7 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.

15.8 Payment for the power backup/ maintenance charge etc. will be charged.

## 16 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. 200/ Sq. ft. on the total 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.**

## 17 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 REAL ESTATE ( REGULATION AND DEVELOPMENT)ACT,2016(RERA)

The defect liability shall be limited to the defect in construction (i.e., structure) however, air cracks/ hair cracks in plaster masonry, warpage in doors and windows etc. shall not be considered as defects since some minor changes may occur due to inherent characteristics of the material used. Defects liability shall not cover damages caused by force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought-out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought-out items, the Company shall co-operate with the purchaser in sorting out the issue vice-a-versa customer will cooperate with the company.

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

## **18 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 Apartment Owners (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.

## **19 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 Apartment Owners 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.

## **20 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 Apartment Owners formed by the Allottee(s) for rendering maintenance services.

## **21 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 21.1 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.
- 21.2 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 PVVNL only to individual subject to the fulfilment of their condition by intending allottee. Promoter is no more responsible for providing electricity connection. This will be directly supply be PVVNL through smart pre-paid meters or as per government policy whatsoever. The promoter will only avail electricity connection for common area and common utilities.

- 21.3 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.

- 21.4 That it is hereby agreed, understood and declared that the company has 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 favour of allottee (s) will be executed and registered free from all encumbrances at the time of registration of same.
- 21.5 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, corridors, roof etc. shall not be allowed to the Apartment's owners or associations of Apartment's owners.
- 21.6 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 color 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.
- 21.7 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 REAL ESTATE ( REGULATION AND DEVELOPMENT ) ACT,2016 (RERA). will become null and void.
- 21.8 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). The 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 un-allotted 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 as it falls under independent areas of promoter. Further, it is understood and accepted to allottee/s that Parking space (if purchase / allotted as FOC) should be allotted by Promotor to Allottee in the manner that parking space may be in front of other or behind of other's car parking space at stilt/Basement Covered/ and above/upper or below/ down for Mechanical Covered Car Parking on sharing basis i.e. as per availability right to use only and area not sold.
- 21.9 Apartment owner's Association (A.O.A.) or owners / Allottees / occupiers of the Apartments shall not have any right over the un-allotted parking spaces. The allotted earmarked Car Parking Space shall automatically stand transferred with the transfer of the said Apartment. The allottee shall make available parking space to maintenance staff for maintenance of the meter, pipe, man holes etc., as and when required.

## 22 TAXES AND OTHER CESS

- 22.1 **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 instalment 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.
- 22.2 **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.
- 22.3 **Labour Cess:** A cess in accordance with the building and other Construction Worker's Welfare Cess Act 1996 collected by company and paid to department.
- 22.4 **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).

## 23 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.

## 24 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**.

## 25 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.

## 26 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.

## 27 ENTIRE AGREEMENT TO SALE/ ALLOTMENT LETTER

This Agreement to Sale/ 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.

## **28 RIGHT TO AMEND**

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

## **29 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.

## **30 WAIVER NOT A LIMITATION TO ENFORCE**

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

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.

## **31 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 3 (three) 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 3 (three) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration. It is duty of allottee himself to get his Agreement to Sale/Allotment letter registered with concerned Sub- Registrar at Ghaziabad after payment of stamp duty. Company is not responsible if allottee fails to register his Agreement to Sale/Allotment letter registered with concerned Sub- Registrar at Ghaziabad.

## **32 SEVERABILITY**

If any provision of this Agreement to Sale/Allotment letter shall be determined to be void or unenforceable under **REAL ESTATE ( REGULATION AND DEVELOPMENT ) ACT,2016 (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 **REAL ESTATE ( REGULATION AND DEVELOPMENT ) ACT,2016 (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.

## **33 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.

That it is clear that the commercial block (hospital, shops and office spaces) and school are separate buildings 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.

Although commercial block (hospital, shops and office spaces) and school are separate buildings 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.

#### **34 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.

#### **35 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, in Regarding registration of agreement to sale, both parties here agree and confirm to execute before sub registrar Ghaziabad.

#### **36 NOTICES**

All letters, E-mails, receipts and/or notices issued by the Promoter/Company or its appointed Maintenance Agency and dispatched/sent under a certificate of posting, E-mail or courier to the last address/E-Mail address known to it of the Allottee shall be sufficient proof of receipt of the same by the Allottee. They shall fully and effectually discharge the Promoter/Company or its nominee.

**Name of Allottees :**

**Address :**

**Name of Co-Allottees :**

**Address :**

**Promoter Address : SCC BUILDERS PVT. LTD., H-69, SECTOR-63, NOIDA**

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.

#### **ENTIRE AGREEMENT:**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, application form, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit any other usage.

**Documents to be submitted along with the Application Form**

It is mandatory to affix recent passport size photograph of all the Applicant(s) in designated places in the ApplicationForm.

**Resident of India**

- Copy of PAN Card
- Photograph
- Current Address Proof
- Permanent Residential Address
- Identity Proof (Copy of Passport, Election card, Driving License)
- Proof of Citizenship
- Any other document/certificate as may be required by the Company.

**Partnership Firm/ LLP**

- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- OfficeAddress Proof
- In case one of the Partners signs the Application on behalf of the other Partners a letter of authority from all theother Partners authorizing such partner to act on behalf of the Firm, shall be required.

**Company**

- Copy of PAN Card of the Company
- Memorandum of Association (MoA) and Articles of Association (AoA) duly signed by the Company Secretary/Director of the Company.
- Proof of registered office address.
- Board Resolution authorizing the signatory of the Application Form to execute the Application and the Agreement, on behalf of the Company.

**IRI/ PIO**

- Copy of Individual's Passport/ PIO Card
- Address Proof
- In case of Demand Draft (DD), the confirmation from the banker stating that the DD has been prepared from theproceeds of NRE/NRO account of theApplicant.
- In case of cheque the payments should be received from the NRE/NRO/FCNR account of the Applicant and notfrom the account of any third party.

**37 JOINT ALLOTTEESS**

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 in case loan is 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.

### **38 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.

### **39 ARBITRATION & CONCILIATION**

That in the event of any dispute whatsoever arising connected with the allotment of the said Apartment, the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI (NCR). The said allotment is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in the city of Ghaziabad (U.P) India, The Arbitration and Conciliation Act- 1996 or any statutory amendment(s)/ modification(s) shall govern the arbitration proceedings thereof for the time being force. The High Court of Allahabad and the courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment. You can logon to CREDAI (GZB) at [www.credaincr.org](http://www.credaincr.org).

### **40 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 REAL ESTATE (REGULATION AND DEVELOPMENT ) ACT, 2016 (RERA). or any court of law within Jurisdiction of Noida or Ghaziabad.

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

### **Declaration**

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/we understand that the terms and conditions given above are binding in nature and are also indicative of the terms and conditions of the Agreement which shall be comprehensively elucidated and delineated therein. I/we am/are fully conscious that it is not obligatory on the part of the Promoter to send any reminder/notice in respect of my obligations as set out in this Application and as may be mentioned in the Agreement and I/we shall be fully liable for any consequences in respect of any default in not abiding by the terms and conditions contained herein or as may be contained in the Agreement. The Promoter has readily provided all explanations and clarifications to me as sought by me and after giving careful consideration to all facts, terms and conditions; I/we have now signed this Application Form and paid the booking amount fully aware and conscious of my duties, liabilities and obligations. I/we further undertake and assure the Promoter that in the event of rejection of the application and/or cancellation of my provisional booking or allotment, I/we shall have no right, interest or lien on the Unit, if any.

Place: \_\_

Date: \_\_

**Note:** The use of words in the singular shall include the plural and use of words in the masculine, feminine or neuter gender shall include the other two; reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted; &reference to the words "include" or "including" shall be construed without limitation.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Signature \_\_\_\_\_

(1) \_\_\_\_\_

Signature \_\_\_\_\_

(2) \_\_\_\_\_



**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter:

(1)Signature \_\_\_\_\_

(Authorized Signatory)

Name: **M/s. SCC BUILDERS PVT. LTD.**

Address: H-69, SEC-63, NOIDA

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES

Signature .....

Name .....

Address.....

.....

.....  
 Signature .....  
 Name .....  
 Address.....  
 .....  
 .....

ANNEXURE 'A' - PAYMENT PLAN  
 ANNEXURE 'B' -SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)  
 ANNEXURE 'C' –SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

#### ANNEXURE 'A': PAYMENT PLAN

NAME: \_\_\_\_\_

Apartment No. : \_\_\_\_\_

S.No.	Particulars	%age of Total Price	Installment Date	Amount (Rs.)
1	Booking Amount			
2	Within 45 days of booking			
3	On offer of Possession		On Offer of Possession	
4	On offer of Possession	100% of Other Charges	On Offer of Possession	
	<b>TOTAL:</b>			

***(Rupees Only) + Govt. Taxes + other possession charges***

#### NOTE:

- The colour and design of tiles and motifs can be changed without any prior notice.
- Variations in colour and size of vitrified tiles/granite may occur.
- Variations in the colour of mica may occur.
- Area in all categories of Apartments may vary up to  $\pm 10\%$  with change in cost.
- The request for any change in construction/specification of any type in the Apartment will not be entertained.
- The built-up area can vary up to 2% from sanction but the super area will remain the same.
- Brochures or any other digital media displaying flat is only for display. The Mockup flat is ready at C Block.
- All govt. statutory taxes/levies, duties if any by whatever name called such as GST etc. shall be levied extra per prevailing rates.

## **ANNEXURE 'B': SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)**

### **FLOORING**

- Vitrified tiles 600 x 1200 mm in the Drawing Room, Kitchen and Bedrooms.
- Vitrified tiles 600 x 600 mm in the Master Bedroom.
- Ceramic tiles in Bathrooms and the Balconies.

### **WALLS AND CEILING FINISH**

- Putty finish walls.
- Fly Ash bricks, Conventional Bricks, AAC Blocks or as per availability of Material.
- Internal walls & ceiling finished with OBD paint.
- External walls are finished with all-weather texture paint.

### **KITCHEN**

- Granite working top with single stainless-steel sink
- 2'.0" dado tiles above the working top.

### **TOILETS**

- Ceramic tiles on walls up to door level and remaining wall up to ceiling with OBD.
- White sanitary ware with floor-mounted EWC, and CP fittings of good quality in all toilets

### **DOOR & WINDOWS**

- Outer doors and windows are aluminium powder coated/ UPVC or any other similar material.
- Internal Wooden Door-frames made of Marandi or Equivalent wood.
- Internal doors with flush shutter.
- Good quality hardware fittings.
- Main Door skin door.

### **ELECTRICAL**

- Copper wire in PVC conduits with MCB-supported circuits and power and light points in the wall ceiling.
- Conduits for DTH connections.
- Connection for intercom facility for communication with lobby & main gate.

### **PLUMBING & WATER LINE**

- All conduits with CPVC fittings.

### ANNEXURE 'C'

#### SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

1	DRIVEWAY
1	PARKING (BASEMENT, MECHANICAL, LCA & STILT)
2	CLUB AREA
3	SWIMMING POOL/WATER BODY
4	OPEN BADMINTON COURT (WITHIN GREEN AREA)
5	GRASSY LAWN
6	HALF BASKETBALL COURT (WITHIN GREEN AREA)
7	2 NO. OF RAMPS (1 FOR ENTRY & ANOTHER FOR EXIT)
8	KIDS PLAY AREA (WITHIN GREEN AREA)
9	EARTHQUAKE RESISTANT STRUCTURE
10	POWER BACKUP (24X7) (PAYMENT BASIS)
11	WELL-LIT, TREE LINED AVENUES
12	SECURITY 24(24X7)
13	RAIN WATER HARVESTING SYSTEM
14	ELEVATORS

-----CLOSE-----