

APPLICATION FORM FOR BOOKING OF RESIDENTIAL APARTMENT



Application No.

Project Name:

.....

Address:.....

To,
M/S.....

Apartment No.....
Block:.....

M/S.....
Corporate Office at H-69, Sector-63, Noida
(U.P.)

Use of Apartment:

Dear Sir,

I/We request to Book a Residential Apartment inProject
at NH-58, Raj Nagar Extn. Ghaziabad under

Down Payment Plan (As per Annexure) Flexi Payment Plan (As per Annexure)

Construction Linked Plan (As per Annexure) Customized Plan (As per Annexure)

I/We remit herewith a sum of Rs. (Rupees only) by
Bank Draft/Cheque No.dated..... drawn on..... as
booking amount.

In the event of/.....(hereinafter called the
Company) agrees/permits to book an apartment, the applicant(s)/ Co-applicant(s) agree to pay further
installments of sale price and all other dues as stipulated in this application form according to the Payment
Plan explained by the company and understood by the applicant(s)/ Co-applicant(s).

The applicant(s)/ Co-applicant(s) have/has clearly understood that this application does not constitutes an
Agreement to Sell and the applicant(s)/ Co-applicant(s) does not become entitled to the provisional and/or
final allotment of an apartment notwithstanding the fact that the company has issued a receipt in
acknowledgement of the money tendered with this application. It is only after the signing and execution of the
Agreement to Sale on the company's standard format and agreeing to abide by the terms and conditions laid
down therein, that allotment shall become final and binding.

*The Applicant(s)/ Co-applicant(s) acknowledges that the company has provided all the information and
clarifications as sought by the applicant(s)/ Co-applicant(s), and is satisfied with the same. The applicant
(s)/Co-applicant has relied on his own judgment and conducted inquiry before deciding to apply for
purchase of the said apartment. The applicant(s)/ Co-applicant(s) has not relied upon nor has been
influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of
any nature whatsoever, whether written or oral made by Company or by any selling agents/brokers or*

Signature of the Applicant

Signature of the Co-Applicant(s)

otherwise including but not limited to any representations relating to the description or physical condition of the said complex/said apartment. This application is complete and self-contained in all respects. No oral or any written representation or statements shall be considered constituting part of this application.

The applicant (s)/ Co-applicant(s) do agree to abide by all the terms and conditions including relating to payment of sale consideration and other charges, forfeiture of money as laid down herein and the execution of the Agreement to Sale.

My/Our particulars are given below for your reference and record:

1. SOLE OR FIRST APPLICANT

Mr./Mrs./Ms.....

S/W/D of.....

NationalityAge.....Years.....

Date of Birth..... Profession.....

Residential Status: () Resident () Non-Resident () Foreign National of India Origin

Income Tax Permanent Account No.

Mailing Address.....
.....

Telephone Nos.Mobile No.....Fax No.....

Designation, Office Name &Address.....
.....

Tel. Nos. E-mail ID.....

2. SECOND APPLICANT

Mr./Mrs./Ms.....

S/W/D of.....

NationalityAge.....Years.....

Date of Birth..... Profession/Service.....

Residential Status: () Resident () Non-Resident () Foreign National of India Origin

Income Tax Permanent Account No.

Mailing Address.....
.....

Signature of the Applicant

Signature of the Co-Applicant(s)

Telephone Nos.Mobile No.

Fax No. E-mail ID.

Designation, Office Name &Address.....

.....
Relation with first applicant(s).....

3. M/s _____

a partnership firm duly registered under the Indian Partnership Act 1932, through its partner authorized by resolution dated _____ Shri/Smt. _____ (copy of the resolution signed by all Partners required). PAN/TIN: _____ Registration No. _____

OR

4. M/s _____ a
Company registered under the Companies Act, 1956, having its corporate identification no. _____ and having its registered office at _____ through its duly authorized signatory Shri/Smt. _____ authorized by Board resolution dated _____ (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required). PAN: _____

5. DETAILS OF APARTMENT

Apartment No......onFloor, Block.....

CARPET AREA:- Sq.ft. (..... Sq.meter) approx.
BALCONY AREA: Sq. ft. (..... Sq. meter) approx.
CUB BOARD AREA: sq. ft. (..... Sq. meter) approx.
EXTERNAL WALL& COLUMN AREA: sq. ft. (..... Sq. meter) approx.
COMMON AREA: sq. ft. (..... Sq. meter) approx.
TOTAL AREA: sq. ft. (..... Sq. meter) approx.

FLAT NO.	
CARPET AREA	SQ.FT
PAYMENT PLAN	
PARKING SPACE (Right to use only not Sold)	

Signature of the Applicant

Signature of the Co-Applicant(s)

<u>COST</u>					
S. No.	Particulars	Rate /Sqft on Total Area	Rate /Sqft on Carpet Area	Amount(RS)	
A	COST OF FLAT				
B	PARKING TYPE	-	-	FREE	
C	ELEVATED ROAD CESS AND METRO CESS	22	-	FREE	
D	ELECTRICITY CONECTION CHARGES (Rs.35000/-for 2BHK for 2KW& Rs.45000/- for 3BHK for 3KW)	-	-	FREE	
E	POWER BACKUP-KVA(Rs.25000/- per KVA)	-	-	FREE	
F	TOTAL FINAL PRICE OFFERED				
G	GST AS APPLICABLE PRESENTLY%.....				
H	CREDIT NOTE ON ACCOUNT OF INPUT GST.....%				
I	PRICE OF THE FLAT WITH GST(excluding other charges)				

PROVISIONAL ADDITONAL COST PAYABLE AT
THE TIME OF OFFER OF POSESSION

S. No.	Particulars	Rates		Amount (in Rs.)	GST	Total Amount
		Rates on Carpet Area	Rates on Total Area			
A	IFMS		Rs. 30/- per sft		-	
B	Advance Maintenance Charges for 24months		Rs.2/- per sft			
C	Labour cess		Rs.15/- per sft		-	
D	Additional Power Backup					
	Total Additional Cost					
	FINAL PRICE(including other charges)					

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Note:

Main Grid Load is Mandatory of 2KW for 2BHK and 3KW for 3BHK simultaneously Power Backup Load is Mandatory of 2KVA for 2BHK and 3KVA for 3BHK

Apart from the present availed/opted electrical load and power backup load, any intended allottee wants to avail additional Power Grid load or power backup load then the allottee will have to pay additional charges as per the prevailing rate of that time. Presently the Power Load is Rs15000/- per KW+GST and Power Backup Load of Rs. 20000/- per KVA + GST.

The carpet area comprises of the net usable 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.

Common area and facilities means all 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 substation, control panel room, installation area of transformer and DG set, guard towers, 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.

1 SQ.MTR = 10.764 SQ.FT.

6. Cost of apartment :Rs..... (in words).....

7. PAYMENT PLAN

(a) Booking Amount 10% @ RS...../- to be paid within.....days

(b) Balance 90%as per Payment Plan mentioned under;

1. 1st Instalment Rs.....

2. 2nd Instalment..... Rs.....

3. 3rd Instalment..... Rs.....

4. 4th Instalment..... Rs.....

5. Balance..... Rs.....

Note: All Payments to be made by A/c Payee Cheque(s) / Demand Draft(s)/Online RTGS/NEFT in favour of "SCC Builders Pvt. Ltd."

8. I/We require an electrical connection forKW hence same is opted.

• **I/We hereby agree, understand and declare that if I/We requires any additional Grid Electricity Load (apart from the existing load optedi.e.KW) I/We will agree to pay the additional load charges as mentioned earlier(Rs15000/- per KW+GST) or as per prevailing rate.**

9. I/We require a power backup connection forKVA hence same is opted.

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I/We hereby agree, understand and declare that if I/We requires any additional Power Backup Load (apart from the existing load opted i.e.KW).I/We will agree to pay the additional load charges as mentioned earlier(Rs20000/- per KW+GST) or as per prevailing rate.

- **Charges for 1 KVA power back-up for all types of flats isRs. 20000/-Per KVAand shall be borne by the allottee(s) at the time of offer of possession. All the terms & conditions of agreement for electricity & power back-up shall also be applicable and binding.**

10. Details of Parking Space(s) applied

Parking Type: LCA () Stilt () Basement Mechanical ()

Open Mechanical () Basement Level 1 () Basement level 2 ()

11. GST will be applicable on

- (a) Basic Cost @ Rs. 12% (As per prevailing rates declare by Govt. of India)
- (b) Other charges @ Rs. 18%(As per prevailing rates declare by Govt. of India)

12. Final Cost Rs.....(Rupees only)

13.

Particulars	Carpet Area of Apartment sq. ft.	Total Area of Apartment sq. ft.	Amount(Rs)
IFMS Payable @ time of Offer of Possession	/- sq. ft.	30/- sq.ft.	/-

IFMS (Interest Free Maintenance Security) will be payable at the time of offer of possession.

14. Monthly Maintenance Charges are decided on the calculation of present market rates and it can be changed / increased in accordance to the market inflation if any.

15. Any Other Remark

16. DECLARATION

I/We the applicant(s)/ Co-applicant(s) do hereby declare that my/our above particulars/information's given by me/us are true and correct and nothing has been concealed there from. It is also clear to Me/us that this application form is not an allotment and does not constitute any right in the said apartment. I/We shall be considered as intending allottee(s) only.

DATE:

Yours faithfully

PLACE:

Signature of the Applicant

Signature of the Co-Applicant(s)

Interpretation of some indicative terms.

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

Application (Booking Application):- A request for allotment of apartment made by the Person/Firm/Company on a standard format namely booking application form of company. In case of more than one applicant (s)/Co-applicant the other will be considered as co-applicant(s) prior to execution of the Agreement to Sale they will be considered as **Intending Allottee(s)**.

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

Allottee(s):- Those who have executed the Agreement to Sale over a standard format of Company thereafter a particular apartment(s) would have been reserved for that particular Allottee(s) and 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(s) the other will be considered as co-allottee(s) and the allottee and the co-allottee(s) will have equal share in the apartment.

Apartment: - The dwelling unit /flat in the project which is identified by a number, that number is also identifying the floor and the Block of that unit/flat. "Said Apartment" shall mean the specific apartment applied for by the Applicant(s) / Co-applicant in the Said Project, details of which has been set out in the Application

Area:-

- a) **Area of Land:** - Total Area of land over which the project is going to be constructed.
- b) **Carpet Area:** - The carpet area comprises of the net usable area of an 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:** - Total Area of the flat will comprise of the Carpet Area + Balcony Area + Cupboard Area + External Walls and Column Area of the flat and proportionate Common Area and Limited Common Area for the flat.
- d) **Common Area:-** All 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 towers, 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.

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- 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) **Basic Cost of Apartment:** - The consideration amount for sale of apartment inclusive of other charges which are mentioned in the Booking Application Form and the Agreement to Sale.
- g) **Independent Area:** - Convenient Shops, Play School, Club (Convenient).

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.

Company: - That is a company registered under the companies act 1956 having its corporate office at H-69, Sec-63, Noida (U.P.)

Complex :- The entire project having apartments of different types and dimensions in various Blocks also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basement, water body/ pool, parking spaces and spaces for public amenities etc.

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

Force Majeure Clause: - means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application, 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 and shipwrecks, 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 as agreed in this Allotment;
- (g) Any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/Said Building or if any matters, issues relating to such approvals, permissions, notices,

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notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever.

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 final payment of dues.

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

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

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 at prescribed rates on the carpet area of the Said Apartment, on advance monthly basis.

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.

Mechanical Parking: - An automated (car) parking system (APS) is a mechanical parking system designed to minimize the area and/or volume required for parking cars. Like a multi-story parking garage, an APS provides parking for cars on multiple levels stacked vertically to maximize the number of parking spaces while minimizing land usage.

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

Sinking Fund: That the maintenance of the said group housing project will be carried out by the company or its nominee till the formation of AOA (Apartment Owners Association).AOA will be formed on possession of majority of the allottee(s)/as per norms. Every allottee(s) have to pay Rs.40 per sq. ft. or as per prevailing towards the sinking fund calculated on the carpet area of the apartment of the allottee(s) directly to the AOA which would be used for major maintenance of the said project. All the terms and conditions of the maintenance agreement will remain same.

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) till the date of transfer. On the other hand allottee(s) have to pay transfer charges @ Rs._____ Sq.ft. on the carpet area/@ Rs._____ Sq.ft. on the total area of the apartment at the time of transfer.

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

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

Re-Documentation Policy: That if the allottee(s) require any alteration / Re-Documentation the Allottee (s) has to pay Charges for Re-Documentation which are Rs. 11000/-.

Project:- means any current developmental project being undertaken by the promoter to construct specific high rise residential/commercial space which may comprise of phase/phases.

Project Name: Means the name of entire group housing project i.e..... comprising of different blocks/towers, convenient shops , school etc. in different phases like Phase IPhase II.....Phase.....

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

"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.

TERMS AND CONDITIONS forming the part of application form for booking of residential apartment in SCC..... project situated at –Raj Nagar Extension Ghaziabad.

1. That the building plans of proposed Group Housing has been duly submitted/ sanctioned by the Ghaziabad Development Authority (GDA). The project/complex will have apartments of different sizes and dimension in various Blocks therein and will also have spaces for convenient shopping or commercial spaces, club, basements, pool/ water body with separate changing rooms for male & female, parking and spaces for common amenities. etc.
2. That the intending allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the flat aforesaid project and is/are fully satisfied about the title and rights of the company in respect of the aforesaid project. The company has right of bifurcation/division/partition or amalgamation of the apartments in the said Project and also has right to allot them in the said complex. The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the company. The specification of actual construction are duly specified in the brochure and forming the part of the Agreement to Sale.

Note: The request for any change in construction/specification of any type in the apartment will not be entertained.

3. That as per the Layout Plan it is envisaged that the apartment on all the floors shall be sold as an independent apartment with undivided interest in the common area.
4. The intending allottee is/are aware of and has/have knowledge that as per the prevailing building bye laws of the GDA the FAR (floor area ratio) of the said project presently is approved for 2.50 + 1.25 FAR of the plot area which comprises of fixed number of dwelling units in proportion to the

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population density, thereafter the company is in the process of applying and a compensatory FAR against land used for road widening etc. further 10% of the total FAR as compoundable. The company will try to avail maximum FAR for this project but the total FAR will not increase more than 5 FAR of total plot area in any circumstances. Also that in the eventuality of change in FAR the company shall have the right to explore the terrace to achieve the enhanced FAR and accordingly the numbers of dwelling units will be increased.

5. That the sale consideration is for the carpet area of the said apartment. That all other rights excepting what have been mentioned including Independent area (convenient shops, play school, club convenient)) easement rights, open spaces, unsold parking places, spaces for commercial, school and recreational facilities, convenient shopping spaces, spaces for public amenities etc. or any other spaces which does 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 which have been stated above. That the dimensions shown in the brochure, map or any other document has been calculated on un-plastered brick wall to brick wall basis. The company can sell out the vacant apartment (s) or the complete block of the apartment (s) as a whole or in part to one or more person (s)/ company (ies)/ institution (s) whosoever.
6. The project with apartments at ground floor are having extra area apart from the Carpet Area of the flat, which is for the exclusive use of these flats only, this is an independent area of the project with 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 apartment(s) are also given in the sanctioned layout plans.
7. That the company has deposited the development charges with the GDA for all amenities like Road, Electricity, Sewer and water supply line, same shall be provided by the GDA/Authority Concerned up to the boundary of said project. The company will provide all the above mentioned amenities within boundary of the said project i.e. internal development of the project, the delay in providing the above said facility on the part of the GDA/ Authority Concerned shall not be considered the delay on part of the company/project.
8. That the intending allottee(s) have to execute the maintenance agreement, parking allotment agreement for supply of electricity, agreement for power back-up etc. on/ or before possession either with the execution of allotment. The set of all these documents will be sent to the intended allottee(s) either in a printed format or through email, if the intending allottee(s) don't agree with any of the terms and conditions or the content therein, the intending allottee(s) can cancel the said booking within 15 days from the date of booking by giving a cancellation request, your deposited money will be refunded after deduction of cancellation charges of Rs.11000/-.
9. That the intending allottee(s) after depositing 10% amount of the cost of apartment within thirty days from the date of this application has to execute the Registered Agreement to sale on the company's standard format there after the intending allottee(s) shall be treated/ referred to as allottee(s). In case

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the intending allottee (s) fails to execute the allotment within 30 days of booking, even if he/they has/have deposited the 10% amount, the said booking shall be considered cancelled and the entire deposited amount will be forfeited. The schedule of installments as opted in the application form/ mentioned in the Agreement to Sale shall be final and binding over the allottee(s). In case any change/ alteration or reissuance of Agreement to Sale is required and requested by the allottee(s) or bank/financial institution. It shall attract a fee of Rs-11000/- as administrative charges and shall be payable by the allottee(s). And all charges applicable as per Govt. Terms in case of Registered Allotment to Sell.

10. The allottee shall have the right to cancel/withdraw his/her allotment in the project as provided in the act. Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation
11. **Cancellation policy by Company:** - Following are the points to be considered when applying for cancellation:
 - a. If any allottee/ allottees request for cancellation of his/her apartment then 10% of the paid amount will be deducted and balance amount will be refunded after deduction of GST paid or any other deductible tax if any on the amount received (subject to submission of all the original documents issued by the builders along with application in prescribed format)
 - b. If any allottee/ allottees request for cancellation of his/her apartment after execution of Agreement to sale or issue of final allotment letter of the apartment, then the cancellation process cannot be processed. In that case customer is free /open to sell his flat in the market after depositing transfer charges to the company as per company norms & company will not be responsible for any refund.
 - c. The flat will be deemed cancelled by the builders if the booking amount i.e 10% of the total cost is not paid by any allottee/allottees within 90 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
 - d. In case of bank default and as per T&C of TPA between allottee ,bank and the Promoter, the bank shall have the right to inform such default on the part of the allottee to the builder and the builder shall accordingly execute the instruction given by the bank which can lead to cancellation of the 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 10% of total cost of the flat towards cancellation charges and balance if any will be refunded to the allottee/allottees. The allottee/allottees will not have any right on the said unit/flat and the builder is free to sell the cancelled unit.

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- e. In case of the company fails to give possession of the said flat/apartment within the stipulated period mention in the final Allotment letter/Agreement to Sale then the allottee has full rights to cancel his/her allotted unit and the entire amount paid by the allottee/allottees will be refunded on completion of cancellation formalities as mentioned above.
- f. If the booking is through broker and cancellation request has been executed and accepted. In that case broker commission will be deducted from the paid amount.

Procedure for Refund of Money on cancellation of flat

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

- 1) Letter of request for refund of money
- 2) All Original receipts issued by Promoter/ Company and sent/given to them
- 3) Welcome Letter (in original).
- 4) Allotment Letter cum Certificate (in original).
- 5) Agreement (Original).
- 6) 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.
- 7) 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 agreement.

12. That the schedule of payment/installment is opted by to the intending allottee(s) and will also to be mentioned in the Agreement to Sale. Timely payment shall be the responsibility of the intending allottee(s).Company will send a demand letter for the due installments at the address of the first applicant (any change in address should be updated with the company and the same shall be intimidated by the intending allottee(s) either by e-mail or written application) else treated as sent.
13. That the allottee(s) and the family members have a right to visit and inspect the premises during the course of construction. A prior appointment should be taken for any such visit .If the company shall not be held liable for any loss/cost/damages or any other expenses caused due to such visit of his free will, if any, on account of any accident that may occur at the time of inspection during constructions or

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after constructions by the purchaser or any family member accompanying him/her without taking any safety measures. Kindly co-ordinate with the company staff for your visit.

14. 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 they are availing a loan. Similarly in a divorce case or where a dispute arises between the applicant(s) /co-applicant 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 will not have 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 and the applicant(s) /co-applicant(s)/ allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in case of forced cancellation there will be a deduction of 10 % of the basic cost of the apartment. For the refund in above said cases as stated above, consent of both applicant (s)/co-applicant(s)/allottee(s) shall be necessary otherwise the amount shall be refunded in equal share between all the applicant (s) /co-applicant(s)/allottee(s).
- 15 That the installments in respect of payment of the apartment will be due at the intervals as per prescribed payment plan(s) mentioned in the Agreement to Sale and opted in the application form, In case the payment is delayed the payment of due installment first of all shall be adjusted towards the due interest thereafter the remaining amount shall be adjusted in the principal due amount .In case payment is not received within stipulated period or in the event of breach of any of the terms & condition of the allotment by the allottee(s) , the allotment will be canceled and 10% of the basic cost of the apartment will be forfeited and balance amount will be refunded without any interest.
- 16 Although timely payment is the main essence of the allotment, however there will be a grace period for the delay of fifteen days from the due date of payment and in case the delay exceeds for more than fifteen days then there will be no grace period and interest @ 12% per annum shall be charged from the day one. In the eventuality of a prolonged delay where the cancelation could not be made by an omission or any other reason, in exceptional circumstances the company may in its sole discretions condone the delay in receipts of payment by enhancing the cost of the apartment as per the prevailing rates or charging interest @ 12% per annum whichever is higher.
- 17 The proposed project shall be developed and completed by the promoter in accordance with the sanctioned plans, layout plans and specifications as approval by the competent authorities. Provided that the promoter may make such minor change or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after declaration and intimation to the allottee.
- 18 That if for any reason whether force majeure within or out of the control of the company whole or part of scheme is abandoned no claim shall be entertained except that the money received from the allottee(s) will be refunded, in full, without any interest.
- 19 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 major circumstances etc. No claim by way of damage, compensation shall lie against the company in

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case of delay in handing over the possession on account of the aforesaid reasons or any others reasons beyond the control of the company.

- 20 That it is thoroughly clear to the applicant(s)/Co-applicant(s) that final finishing of the apartment/unit 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 paid within the stipulated time period.
- 21 That the project is comprising of many Blocks, as soon as the construction of particular Block will be completed with all the basic amenities attached to that Block, the company after obtaining for the completion certificate of particular Block from the authority concerned 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. The allottee(s) have to take possession of his/her/their apartment as and when it will be offered to the allottee(s) and the allottee(s) shall not deny for taking the possession 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.
- 22 That the construction could be completed prior to the date given in the Agreement to Sale in that case the allottee(s) shall not refuse from taking the possession on any ground whatsoever the date given in the Agreement to Sale is an assessment only and construction could be completed earlier to that.
- 23 That a written intimation for completion of apartment will be sent to the allottee(s) and a Fit-Out-Period of 6 months will commence from the date of "Offer for 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 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 desired so.
- 24 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) delay 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.
- 25 That if there is delay in handing over possession of apartment after the date of offer of possession mention in the allotment letter due to any others reason(s) which were within the control of the company, the company will pay to the allottee(s) delayed possession charges @12% per annum on the delayed period only provided that all due installments from the concerned allottee(s) were received in time. In case there have been delays on the part of the customer in payment of instalments interest will

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be charged at the rate of 12% per annum. In case of interest being more than penalty or vice versa both the interest and penalty will be calculated and which ever will be higher will be charged. In case of higher interest the penalty accrued will be deducted and rest of the amount will be paid by the customer to the promoter. Similarly if penalty is more than the interest then the interest accrued will be deducted from the penalty amount and the rest will be paid by the promoter to the customer.

- 26 If customer delays in taking possession after the fit out period .Watch and ward charges at the rate Rs.5/ per sq.ft. will be applicable over the allottee(s) and payable by the allottee(s), if the allottee(s) does not processed with the requisite compliance as per the letter "Offer for Possession". The said penalty shall commence from the date of expiry of Fit- out period. This holding/waiting period shall have a limit maximum of 2 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount (i.e. that is after deduction of 10% of total cost of flat) without any interest and as per the terms & condition of the company shall be entitled and entertained.
- 27 That there will be defect liability period of 5 years from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, warpage in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the purchaser in sorting out the issue. Vise-a-Versa customer will cooperate with the company.
- 28 It is hereby agreed understood and declared that the Sale Deed/Registry of the apartment shall be executed and registered in favor of allottee(s) after the apartment has been finally constructed at the site, after receipt of total sale consideration and other charges, agreed herein and other connected expenses/charges i.e. cost of Stamp Duty for registration of the Sale Deed/ Registry, registration charges,/fees, miscellaneous expenses and Advocate's legal fees/charges shall be borne and paid by the allottee(s). At present the stamp duty is 7% of the valuation as per circle rate list or the sale 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 Agreement to Sale, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the allottee(s).
- 29 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 allotment 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

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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.

- 30 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.
- 30 .That the car parking will be available inside the complex, as per the type opted by the allottee(s) in the Application Form .The cars/Scooters/Two Wheelers/Cycles will be parked within the same parking spaces allotted to the allottee(s). One car parking, either LCA, Stilt, Basement level 1orBasement level 2, Open Mechanical, Basement Mechanical Parking Slot, is mandatory. No car/ vehicle is allowed inside the complex except those who have reserved the car parking space. The company also reserved its rights to allot the un-allotted parking 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.
31. The basement(s) and service areas, if any, as located within _____ (project name) 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 room, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The allottee shall not be committed 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 the use by the association of allottee(s) formed by the allottee(s) rendering maintenance services.
32. That single point electric connection will be taken for the complex from the Paschimanchal Vidyut Vitran Nigam Limited and will be distributed through separate meters to the allottee(s) through pre-paid systems. The allottee(s) will get the Electrical Connection for the capacity, as opted for him/her/them in this application.
33. That the allottee(s) can also avail Power back-up facility as opted by him/her/them in this application. 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 at the time of possession.

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

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34. That it is hereby agreed, understood and declared that the company may have taken a construction finance/demand loan for construction of the above said complex from the banks/financial institutions after mortgaging the land/apartment of the said complex. However, the sale deed in respect of said apartment in favor of allottee (s) will be executed and registered free from all encumbrances at the time of registration of same.

35. That if in future if there is any change in rates of GST, and any additional levies, rates taxes, charges, compensation to the farmers, labour cess and fees etc. as assessed and the attributable to the company as consequences of Court order /Government/ GDA/Statutory or other local authority (ies) order, the allottee(s) shall be liable to pay his/her/their proportionate share for the same.

36. An Interest Free Maintenance Security deposit @ Rs. 30/- per sq. ft.(presently GST is not applicable on IFMS) for the total area shall be deposited by the allottee(s) at the time of offer of possession. This is a one-time refundable security deposit. The security will be refunded to the Allottee or transfer to the AOA as per prevailing laws after the handover of entire project in all respect.

37. That the monthly Maintenance charges and Grid Electricity Bill/Dual Power Backup, DG shall be charged through the electricity meter and the amount will be utilized for electricity expenses, cleaning of common area and maintenance of lifts, parks, roads, security, and other amenities falling under the common area use.

38. That the apartment shall be used for the residential purpose, any other motive which may or is likely to cause public nuisance or not permissible under the law shall not be allowed. Any type of encroachment/ construction in the entire complex including roads, lobbies, roof etc. shall not be allowed to the apartment's owners or associations of apartment's owners. They shall not be permitted to cover the verandah, lounges, balconies, common corridors, even if particular floor/floors is/are occupied by the same party. Any alteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of apartment, signboard, publicity or advertisement material outside the apartment or anywhere in the common areas shall not be permitted. Any type of change inside the apartment which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC shear wall supporting the whole structure and such changes will not be allowed. Balcony can't be covered due to fire safety.

39. That at the time of handing over the maintenance of the complex to the AOA the following will be handed over to the AOA, all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipment's with motors rooms, Single Point Distribution system with all liabilities, Gen-sets, Security Gates with intercom, lift rooms at terrace and other area falling in common area.

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

40. 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 the 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.
41. That it shall be the responsibility of intending allottee(s)/allottee(s) to inform the company by Registered A.D. letter or Courier/mail about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence demand letters/notice and letters posted at that address (if change in address did not intimated) will be deemed to have been receiving by the intending allottee(s)/allottee(s) and the company shall not be responsible for any default.
42. That in the event of any dispute whatsoever arising connected with the allotment of the said apartment, the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI (NCR). The said allotment is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in the city of Ghaziabad (U.P) India, The Arbitration and Conciliation Act-1996 or any statutory amendment(s)/ modification(s) shall govern the arbitration proceedings thereof for the time being force. The High Court of Allahabad and the courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment. You can logon to CREDAI (NCR) at www.credaincr.org .
43. 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 adjudicating officer appointed under **RERA.(www.up-rera.in)**
44. In case of NRI allottee(s), observance of the provision of the Foreign Exchange Management Act-1999 and any other law as may be prevailing shall be responsibility of the allottee(s).
45. That the following annexure herewith are also part of this application form.

- A. Specifications of the Apartment/Unit
- B. Specifications of the Project
- C. Details of Title and Ownership of the Company
- D. Layout Plan of Project
- E. Layout Plan of Apartment/Unit
- F. Payment Plan

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G. Defect liability Annexure

H. Bank Liability Details

Please go through the checklist with the sales staff.

I/we have fully read and understood the terms and conditions mentioned herein above and have been through all the annexures. I/we agree to abide by the same.

Signature of the Applicant

Signature of the Co-Applicant(s)

To,

Date:-

**The Principal Officers,
M/s SCC Builders Pvt. Ltd.& M/s Shrine Buildtech Pvt. Ltd
Corporate Office -H-69, Sector-63, Noida.**

**Subject: -Consent /No Objection/Declaration Letter about layouts and plans of Project
"SCC Sapphire", NH-58, Raj Nagar Extension, Ghaziabad.**

Dear Sir,

I/We _____, R/o. _____ have booked a flat bearing no. _____ having carpet area ____ Sq. Ft. in your project "SCC Sapphire" situated at Khasra No. 1010, 1011 & 1012 at Raj Nagar Extension, Noor Nagar, NH-58 Ghaziabad. As your marketing staff has informed me at the time of Booking of my apartment that company has designed the structure for 2B & 16-17 story and vetted by approved institution on the existing land and can come up with additional Block/Tower in the project by the way of addition of land (apart from the existing land). Hence company will build the structure according to the projection subject to approvals from the appropriate authorities. I know that due to availment of additional FAR and Block/Tower the project may have some changes in layout, plans and also increase in no of dwelling units as well as floors. Therefore I/ We do hereby agree and allow the company to make such changes, modification, alterations and additions therein as may be deemed necessary or may be required to be done by the company, provided that the changes will be in accordance to the rules/procedure of the Government/GDA.

As per the prevailing building bye laws of the GDA the FAR (floor area ratio) of the said project presently is approved for 3.75 of the plot area which comprises of fixed number of dwelling units in proportionate to the population density, thereafter now the company is in the process of applying to avail Purchasable 1.25 FAR and a compensatory FAR against road widening and shelter fees paid to GDA for flats/LIG etc. further 10% of the total FAR as compoundable. In this regard that the company will avail maximum FAR for this project but the total FAR will not increase more than 5 FAR of total plot area in any circumstances and the size and layout of my apartment will also not change. Also that in the eventuality of change in FAR the company shall have the right to explore the terrace to achieve the enhanced FAR and accordingly the numbers of dwelling units will be increased. Also the company can make any type of change in layout / elevation / design / alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the company with obliging the rules of local development authority.

Signature of the Applicant

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Further I /We are also aware that the company has made the additional Block/Tower in the project by the way of addition of land (apart from the existing land) with the same FAR and no of dwelling units which has been sanctioned by authority.

I/we have no objection if the project may have some changes with the layout and plans in SCC SAPPHIRE. It is also well known to me / us that due to availment of Compensatory FAR against the land of road widening & shelter fees paid to GDA for EWS/ LIG & Compoundable FAR, the nos. of dwelling units also increase and vice a versa the Open space will decrease the Common Area, Layout plan, services plan are also going to have some changes in the said Project.

Further I/We undertake that "I/We will never claim anything against the increase of dwelling units/floors and F.A.R. and decrease in open spaces/common area in the said project but the changes should be as per norms of GDA"

I/We do here by giving my/our consent for the changes and have no objection & no claim for the proposed changes in the layout plans, increase of units, increase of floors, increase of blocks and decrease of open space. But the changes should be in norms of sanctioning authority i.e. Ghaziabad Development Authority.

Thanking You,

Yours Truly,

Signature of the Applicant

Signature of the Co-Applicant(s)

FOR OFFICE USE ONLY

PROJECT NAME

PROJECT ADDRESS.....

RECEIVING OFFICER:

NameSignature.....Date.....

ACCEPTED /REJECTED

1. Type of Apartment, Apartment No., Floor

2. No. of Parking Space(s)

Parking Type: LCA () Stilt () Mechanical () Basement Level 1 ()

Basement Level 2 ()

3. Total price payable for the Apartment Rs.....

4. PAYMENT PLAN :

() DOWN PAYMENT PLAN () Flexi Payment Plan

() Construction Linked Plan () Customized Plan

5. Payment received vides Cheque /DD/Pay order no.Dated.....

Drawn on.....

.....for Rs..... (Rupees.....)

6. Provisional Booking Receipt No.....Dated.....

7. BOOKING: DIRECT () THROUGH SALES ORGANISER ()

8. Sale Organizer's Name & Address, Stamp with Signature:

9. Any Other Remarks:

10. Check List for Receiving Officer:

(a) Booking Amount cheques/drafts or cash

(b) Customer's signature on all pages of the application form

(c) I.D, Address proof &Photographs of the applicant(s)/Co-applicant(s)

Signature of the Applicant

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- (d) PAN No. & copy of PAN Card/ Undertaking Form No. 60
- (e) For Companies: Memorandum & Articles of Association and Certified copy of Board Resolution
- (f) For partnership firms : photocopy of Firm Registration and partnership deed
- (g) For Foreign Nationals of Indian origin: Passport Photocopy/funds from NRE/FCNR A/c
- (h) For NRI: Copy of Passport & Payment through NRE/NRO A/c
- (i) For Hindu Undivided Family (HUF): Authority letter from all coparceners of HUF authorizing the Karta to act on behalf of HUF.

Sales Organizer/Dealer

Sales Officer

G.M. Sales

Signature

Signature

Signature

For all intents and purposes and for the purpose of terms and conditions set out in this Agreement to Sale, singular includes plural and masculine includes feminine gender.

Signature of the Applicant

Signature of the Co-Applicant(s)