

APPLICATION FORM

To,
S.C.C. BUILDERS PRIVATE LIMITED
H-69, SECTOR-63 NOIDA-201301

Dear Sir,

I/We request that I/we may be allotted a Unit in your project SCC Blossom, as per the Company's terms and conditions, which I/we have read and understood and shall abide by the same as stipulated by Company.

I/we agree to sign and execute, as and when desired by the Company, the Agreement for Sale on the Company's standard format.

I/we remit herewith a sum of Rs. (Rupees only)
 by Bank Draft/Cheque No./ Online transfer drawn on
 (Bank & Branch) as part of earnest money.

To be filled up by Flat Owner in CAPITAL LETTERS
SOLE OR FIRST APPLICANT

First Name

Middle Name

Last Name

Name : Mr./Ms./Mrs.

S/W/D of :

Permanent Address :

City : State : Country : Pin :

Mobile No. : Phone No. :

Email Address :

PAN :

Aadhaar No. :

Customer Profile : Self Employed Private Service Govt. Service Retired NRI House Wife

Date of Birth :

DD MM YYYY

Marital Status :

Single Married

Resident Status :

Resident
 Non-Resident
 Foreign National of Indian Origin

Nationality :

No. of Children :

Industry Type :

Company Name :

Designation :

Department :

Family Monthly Income :

SCC BUILDERS PVT. LTD. :

Corporate Off. : H-69, Sector-63, Noida-201301, Gautambudh Nagar, Uttar Pradesh. CIN: U45201DL2005PTC139039

Signature of First Applicant

Signature of Second Applicant

APPLICATION FORM

SECOND APPLICANT

First Name

Middle Name

Last Name

 Name : Mr./Ms./Mrs.

 S/W/D of :

 Permanent Address :

 City :

 State :

 Country :

 Pin :

 Mobile No. :

 Phone No. :

 Email Address :

 PAN :

 Aadhaar No. :

 Customer Profile : Self Employed Private Service Govt. Service Retired NRI House Wife

 Date of Birth :

 Marital Status : Single Married

 Resident Status : Resident

 Nationality :
 DD MM YYYY

 Non-Resident

 Foreign National of Indian Origin

 No. of Children :

 Industry Type :

 Company Name :

 Designation :

 Department :

 Relationship with the First Applicant :

 Family Monthly Income :

PURPOSE OF PURCHASE

1. Investment :

Short Term (Sell before possession)
 Long Term (Rent after possession)

OR

2. End Use :

Self occupy after possession
 Rent after possession then occupy later

3. Any other :

DETAILS OF UNIT

 Type :

 Unit/Shop No. :

Super Area : in sq m in sq ft in sq m in sq ft

Carpet Area : in sq m in sq ft

 Parking : Open Parking Mechanical Open Parking
 Mechanical Parking

 Basement Covered Parking Basement Covered

 Payment Plan : Construction Linked Plan Down Payment Time Linked Plan Flexi Payment Plan Other Plan

 Total Cost of Unit :

I/We, the above applicant(s), do hereby declare that the above-mentioned particulars/information given by me/us are true and correct to the best of my/our knowledge & belief.

 Date:

 Place:

Signature of First Applicant

Signature of Second Applicant

NOTE:

1. All Cheques / Drafts to be made in favour of " **SCC BUILDER'S PRIVATE LTD.** " and payable at **DELHI**

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TERMS & CONDITIONS FOR BOOKING/ ALLOTMENT OF UNIT NO. _____

1. SCC BUILDERS PVT. LTD. (hereinafter referred to as the **Promoter**) proposes to develop and market a residential project (hereinafter referred to as the "**Whole Project**").
2. The Project has been registered with the **Uttar Pradesh Real Estate Regulatory Authority** in different phases.
3. The Allottee(s) has applied for allotment of a residential Unit in the Project with knowledge and subject to compliance of all the laws, notifications and rules applicable to this area and the Project which have been explained by the Promoter and understood by him/ her.
4. In Case of cancellation of booking due to any non-continuation of booking or non-payment of booking amount within 7 days by customer, booking amount will be forfeited.
5. The Allottee(s) is aware that in addition to the Total Price of the Unit, the Allottee shall be liable and responsible to pay all taxes, including but not limited to GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Project. The Allottee shall also be liable to pay External Development Charges (EDC) (if applicable), Internal Development Charges (IDC) (if applicable), maintenance deposit, upfront maintenance charges, documentation charges, charges towards water infrastructure fund (if applicable), External electrification and gas pipeline charges, stamp duty, registration charges and any other charges applicable at the time of offer of possession in respect of the Unit. The detail of the consideration and other amounts payable by the Allottee shall be mentioned in detail in the Agreement for Sale.
6. The Allottee(s) agrees and undertakes that in case of allotment of Unit in the Project, he shall pay the balance Total Price amount strictly in accordance with the Payment Plan as agreed and signed between the Promoter and the Allottee, through Account Payee Cheque / Demand Draft or Online Payment (as applicable).
7. The Allottee(s) is aware that the Total Price if increase, due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time till the date of completion of Project, Allottee(s) hereby agrees to pay. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s).
8. The aforesaid Total Price includes the proportionate cost of fire-fighting and fire-safety equipments as required by the existing rules and regulations. If due to any subsequent legislation/ Government order, directives, guidelines or change/ amendments in Fire Codes including the National Building Code, additional fire safety measures are undertaken then the Allottee(s) undertakes to pay, within thirty (30) days from the date of written demand along with copies of notifications/ orders by the Promoter, such additional expenditure incurred thereon in proportion to the Carpet Area plus balcony area of his / her/ their/ its Unit to the total Carpet Areas plus balcony area of all the Units in the Project.
9. The Allottee(s) shall make all payments as per the Payment Plan only from his bank account(s). The Promoter shall not be responsible towards any third-party making payment / remittances on behalf of Allottee(s) and such third party shall not have any right in the application / allotment of the Unit in any way and the Promoter shall issue the payment receipts in favor of the Allottee(s) only.
10. The Allottee(s) has fully satisfied himself/ herself about the right, title and interest of the Promoter in the Project Land where the Project is proposed to be developed as per the applicable laws/ guidelines and the Allottee(s) understands all limitations and obligations in respect thereof, and there will not be any objections by the Allottee(s) with respect to the same. The Allottee(s) further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by the competent authority(ies) in this regard to the Promoter.
11. The Allottee(s) has accepted the plans, designs, specifications, unit number, location of the unit, floor plan, floor area and amenities of the Project and the Allottee(s) hereby agrees that The Promoter may make any minor additions or alterations as per the provisions of Act, Promoter can make changes in Block A and Block B with due approvals from competent authority.
12. The allotment of Unit in the Project is entirely at the sole discretion of the Promoter and the Promoter reserves the right to accept or reject the application without assigning any reason thereof. The Allottee(s) further agrees and understands that the booking of the Unit by the Allottee(s) is subject to realization of the booking amount paid towards the said Unit. In case of non- realization of the same, Promoter reserves the right to initiate appropriate legal proceedings against the Allottee(s) under the applicable law. Submission of Booking Form along with the booking amount and/ or issuance of receipt with respect to the same, does not in any manner amount to acceptance of this offer. The Allotment of said Unit in the Project shall be done by the Promoter by issuing an allotment letter as per the prevailing laws/ practices. The booking amount shall be paid by the Allottee(s) at the time of submitting this application and the balance amount shall be paid as per Payment Plan agreed by the Allottee(s).
13. In case of allotment of Unit in the Project by the Promoter, the Allottee(s) agrees to execute the Promoter's Standard Agreement for Sale, Sale Deed or any other agreement and/ or document, as and when called upon to do so by the Promoter.
14. Cost of stamp duty and registration charges etc., as applicable in respect of execution of Agreement for Sale, Sale Deed, etc will be extra and shall be borne by the Allottee(s). Apart from this all costs, charges, and expenses in relation to the costs of the preparing, executing the Agreement for Sale and Sale Deed and/ or any other document or documents required to be executed by the Promoter in respect of allotted Unit, if any, shall be borne by the Allottee(s).
15. In case Booking is accepted and the Allottee(s) fails to make further payment on acceptance of booking within 7 days of demand, then entire booking amount will be forfeited subject to maximum of 10% of Total Cost of unit.
16. In case the Allottee(s) fails to make payment as per Payment Plan despite having been issued notice in this regard the Allottee(s) shall be liable to pay delay payment charges as per U.P. Real Estate (Regulation and Development) act. If the above mentioned condition extends for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter shall be entitled to cancel the allotment of the said Unit in favour of the Allottee(s) and refund the amount paid to him by the Allottee(s) without any interest after deducting earnest money, all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/ authority in respect of the Unit, delay payment charges paid/ payable by the Allottee(s) to the Promoter after the sale of Unit to a new allottee, from the amounts realized from the such new allottee.
17. In the event of the failure of the Allottee(s) to take over the possession of allotted Unit, then the Promoter shall have the option to cancel allotment and forfeit 10% of the total price (hereinafter referred to as Earnest Money) and refund balance amount without any interest or the Promoter may without prejudice to its rights under the Agreement for Sale, decide not to cancel the allotment of the Unit and on such case the Allottee(s) shall pay the Promoter the following amount:
 - a) The amount due with delay payment charges as mentioned in the notice for possession from the due date till date of the payment.
 - b) Maintenance charges from the date of offer of possession as per notice of possession.
 - c) Watch and ward Charges

However, notwithstanding anything mentioned here in above in this clause, in case the Allottee fails to take the possession of the Unit within 30 days from the date of intimation of possession, the Promoter, without prejudice to its rights under the Agreement for Sale, shall be entitled to terminate the allotment and forfeit earnest amount, all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/ authority in respect of the Unit, delay payment charges paid/ payable by the Allottee(s) to the Promoter and other charges payable for delay in taking possession and refund balance amount without any interest.

Signature of First Applicant

Signature of Second Applicant

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18. The Allottee(s) shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/ withdraw from the Project without any fault of the Promoter, before the completion of the Project, the Promoter shall be entitled to forfeit the Earnest Amount, taxes, duties, cess, etc. deposited by the Promoter to the concerned department/ authority in respect of the Unit and all other penalties and delay payment charges in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest, from the amounts realized from the such new Allottee.

Cancellation by Allottee(s) after Completion Certificate - Where the Allottee(s) proposes to cancel/ withdraw from the Project without any fault of the Promoter, after receipt of Completion Certificate of the Project, the Promoter shall be entitled to forfeit 10% of flat cost, all any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/ authority in respect of the Unit and all other penalties and Delay Payment Charges in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest, from the amounts realized from the such new allottee.

19. The Allottee(s) is aware that the owners of the units/ apartments of the Project, shall form an association ("Agreement of Association") All the owners of units/ apartments in the Project shall become members of the Owners' Association by payment of membership fees and shall abide by the Bye-Laws of the Owners' Association. The Allottee(s) shall become member of the Owners' Association by signing necessary forms/ documents for the Unit and hereby undertakes to comply with the Bye-Laws in letter and spirit.

20. In case the Allottee(s) wants to avail of a loan facility from his employer or any Bank or any Financial / Lending Institution to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following:

- The terms of the Employer / Bank / Financing Institution shall exclusively be binding and applicable upon the Allottee(s) only.
- The responsibility of getting the loan sanctioned and disbursed, as per the Payment Plan shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, 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 the provisions contained in clause 15 as above.

21. The Allottee(s) agrees that in case the consideration of Unit is Rs. 50 Lacs or above, the Allottee(s)/ allottee(s) shall be liable for Tax Deduction at Source (TDS) under Section 194 IA of Income Tax Act, which is applicable from 1st June 2013. Such TDS would be deducted from consideration being paid to the Promoter. On every payment 99% amount is to be paid to the Promoter and 1% amount is to be deposited with Govt. of India (Income Tax Department), for the same Allottee(s) needs to issue certificate in form 16B to the Promoter. The Promoter shall not credit the amount in the account of the Allottee(s) till the time Allottee(s) has issued the certificate to the Company.

22. The Allottee(s) shall get his/ her name, complete address, PAN No., e-mail I.D, phone No., Aadhar no. registered with the Promoter at the time of booking and it shall be his/ her responsibility to inform the Promoter by registered A/ D letter about all subsequent changes, if any, in his/ her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been served/ received by him/ her at the time when those should ordinarily reach such address and the Allottee(s) shall be responsible for any default in payment and other consequences that might occur thereof.

23. The Allottee(s) shall not transfer/ assign the said Unit without the prior written consent/ approval of the Promoter. The Promoter may, in its sole discretion, refuse or allow the same on such terms and conditions as it may deem fit and proper, and upon payment of such charges as may be fixed by the Promoter from time to time.

24. The Allottee(s) agrees that the development of the Project is subject to force majeure clause, which includes Acts of God, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, Ban on construction due to order of NGT/ High Court/ Supreme Court/ Government.

25. The Allottee(s) understands that in order to maintain the administration of the Project, the Promoter has earmarked the parking spaces and the Allottee(s) undertakes to park his vehicle strictly in the parking space earmarked to him and not anywhere else in the Project. The Parking Space earmarked to the Allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the Allottee(s) will be allowed to park vehicles more than the parking space earmarked for him or anywhere else in the Project.

26. The Promoter shall at all times have the first lien and charge on the said Unit for all its dues and other sums payable by the Allottee(s) to the Promoter.

27. In case the Allottee(s) is NRI/ Foreign National Buyer, the adherence to the provisions of the Foreign Exchange Management Act, 1999 and any other law related thereto as may be prevailing at the time shall be the responsibility of the Allottee(s)

28. The Allottee(s) shall not use the said Unit for any purpose other than for which the said Unit is being acquired by him/ her except with prior written permission of the Promoter.

29. In case of joint application, all the correspondence shall be done only with the 'First Allottee' at the address for communication as it appears on the application form.

30. On intimation from the Promoter, the Allottee(s) shall be bound to execute and register the Agreement for Sale and other documents as may be required by the Promoter and the terms and conditions of the same shall be binding upon the Allottee(s). On failure to execute the same within thirty days (30) from the receipt of notice in this regard/ or adhere to the terms and conditions mentioned therein, the Promoter may at its option decide to either continue the allotment or cancel the allotment. and if so, chosen by the Promoter, Earnest Amount deposited by the Allottee(s) shall be forfeited. However, in case cancellation of booking is done within 30 days from the date of booking full advance payment shall be refunded without interest. However, if the Promoter continues with the allotment, in case of non-registration of agreement by the Allottee(s) within the time intended by the Promoter, the Allottee shall be liable to pay delay payment charges for the delay in installments due to non-registration of the agreement. The Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

31. This Booking Form shall be construed in accordance with the Real Estate (Regulation and Development) Act, 2016, and regulations made thereunder including other applicable Laws of India for the time being in force.

32. All the above Terms & conditions are read over by me/ us personally and understood the same in vernacular and the same are accepted to me/ us.

33. All disputes shall come under the purview of U.P jurisdiction only.

GOVERNING LAW: That the rights and obligations of the parties under or arising out of this application for Letter 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.

ARBITRATION & CONCILIATION: In case of any dispute(s) arising from this application form or vide the said booking made or related or connected to this apartment, the dispute(s) will be referred to a single arbitrator chosen by the Parties with mutual consent. Seat of arbitration will be Ghaziabad- UP. Arbitration will be subject to the Arbitration and Conciliation Act, 1996 as amended from time to time. Language of arbitration will be English. During the proceedings, the costs will be shared equally by the Parties. Final decision about allocation of costs will be made by the Sole Arbitrator as part of his / her award.

Place:

Read and accepted all the above terms and conditions.

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 Signature of First Applicant

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 Signature of Second Applicant