



Application for Allotment of Unit at SUNSHINE 94

Site Address Plot No. 05/A, Sector 94, Noida 201301 (UP)

To,

SUNSHINE TRADETOWER PVT. LTD.

Plot No. 05/A,
Sec-94, Noida 201301 (UP)

Dear Sir / Madam,

I/We request that I/We may be registered for provisional allotment of a commercial unit (hereinafter referred to as the "Unit") in the commercial office complex known as **SUNSHINE 94** being developed by **SUNSHINE INFRA TECH PVT LTD** under the Special Purpose Company **M/s SUNSHINE TRADE TOWER PVT. LTD.** (hereinafter referred to as "Company") on a plot of land numbered as Plot No. 05/A, Sector 94, Noida. (Here in after referred to as the 'Plot').

I/We agree to sign and execute, as and when, and if, required by the Company, the **Builder Buyer's Agreement** containing the detailed terms and conditions of allotment of the Unit and other related documents as required by the Company.

I/We have read and understood the accompanying brief Terms & Conditions for provisional allotment of a Unit in **SUNSHINE 94** and agree and undertake to abide by the same.

I/We remit herewith a sum of Rs...../- (In Figure), Mention in Words (Rupees) by Bank Draft/Cheque No..... dated..... drawn on..... in favour of **"SUNSHINE TRADETOWER PVT LTD."** as registration amount for the provisional allotment of one Unit.

We clearly understand that the allotment of a Unit by the Company, if any, pursuant to this Application shall be purely provisional till a Builder Buyer's Agreement in the format prescribed by the Company is executed by the Company in our favour. Further, any provisional allotment of a Unit in **SUNSHINE 94** is subject to the terms and conditions, restrictions and limitations as contained in (a) the Lease Deed dated 28TH December 2011 executed by NOIDA in favour of the Company for lease of the said Plot in favour of the Company; (b) the Brief Terms & Conditions forming part of this Application; (c) the terms and conditions set out in the Allotment Letter, if any issued to the applicant; and (d) the terms of the Builder Buyer's Agreement, if any, entered into with the applicant.

I/We have perused the Price List-cum-Payment Plan and agree to pay as per the "Payment Plan" opted by me, in case of allotment of a Unit to me by the Company.

PERSONAL DETAILS

1. SOLE / FIRST APPLICANT (Compulsory to fill all the details along with a passport size photograph)

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

S/o/W/o/D/o/Through.....

Date of Birth.....

Guardian's Name (In case of minor).....

Nationality.....

Resident Status:

Resident () Non Resident () Foreign National of Indian Origin ()

Others (Please Specify)

Mailing Address:

.....

Tele No.....Fax. No..... Mobile No.

Income Tax Permanent Account No.....Email.....

Ward/Circle/Special Range.....

Place where assessed to Income Tax.....

Photograph of
First Applicant

2 .SECOND / JOINT APPLICANT: (Compulsory to fill all the details along with a passport size photograph)

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

S/o/W/o/D/o/Through.....

Guardian's Name (In case of minor).....

Nationality.....

Resident Status:

Resident () Non Resident () Foreign National of Indian Origin ()

Others (Please Specify)

Mailing Address:

.....

Tele No.....Fax. No..... Mobile No.

Income Tax Permanent Account No.....Email.....

Ward/Circle/Special Range.....

Place where assessed to Income Tax.....

Photograph of
Joint Applicant

UNIT DETAILS

3. Details of the Unit applied for:

Unit No..... Floor.....Tower..... Type(Office / Suite).....

Super Area..... Sq. Mtr.(approx.) (.....Sq. ft. approx.)

Car Parking

4. Please Select Payment Plan as offered below:

- | | |
|---|---|
| ☐ Down Payment Assured Rental Plan @13% | ☐ Down Payment Plan without Assured Rental |
| ☐ Construction Linked Assured Rental @10% | ☐ CLP Without Assured Rental |
| ☐ Possession Linked Plan (50:50) | |
| ☐ Time Linked Super Flexi Plan Assured Return @10% | |
| ☐ _____ Other (Please Specify) | |

5. Payments Details

At the time of Booking

i) Basic Sale Price

Rate per sq. ft.

Total Amount (Super Area)

Rs.....

Rs.....

At the time of Possession

ii) Lease Rent

Rs.....

Rs.....

iii) Interest Free Maintenance Security

Rs.....

Rs.....

iv) Preferential Location Charges

Rs.....

Rs.....

v) Other Charges, if any

Rs.....

Rs.....

Total Payable*

Rs.....

Rs.....

6. Mode of Booking :

Direct / Broker

If Broker (Please affix name and address along with rubber stamp with contact detail)

7. I /We the above applicant(s) do hereby declare that the terms and conditions of this application have been read/understood by me/us and the same are acceptable to me/us. I/We the above applicant(s) unequivocally agree, affirm and undertake to abide by the Brief Terms and Conditions as appearing herein above as well as in Schedule-I to this application and further declare that the above particulars/information given by me/us are true and correct.

(i).....

Sole /First Applicant

(ii).....

Joint Applicant/s

Date.....

Date.....



Note:

1. Cheques/Demand Draft towards consideration of the Unit to be made in favor of **"SUNSHINE TRADETOWER PVT. LTD. "**
2. In case, the cheque(s) comprising booking amount is dishonored due to any reason whatsoever the present application shall be deemed to be null and void and the allotment, if any, shall stand automatically canceled / revoked / withdrawn without any notice to the Applicant.
3. All amounts received from intending Allottee(s) other than Resident Indian shall be from NRE /NRO/ Foreign Currency Account only.
4. Applications shall be considered as incomplete if not accompanied by photographs, PAN No. or Form 60 of the applicant(s)
5. Require Memorandum of Association, Articles of Association and Board Resolution of the authorized signatory (if booking in the name of Company)

Schedule - I

BRIEF TERMS & CONDITIONS FOR PROVISINAL ALLOTMENT OF UNIT IN 'SUNSHINE 94" (Plot no.05/A, Sector-94, Noida (UP)

1. **'SUNSHINE 94** is a commercial complex (the **"Commercial Complex"**) being developed on a Plot of land numbered as **Plot no.05/A,Sec-94,Noida** Distt. Gautam Budh Nagar, U.P. admeasuring approximately 10,210 Sq. Mtrs. (hereinafter referred to as the **"Plot"**). The said Plot has been allotted by New Okhla Industrial Development Authority (**"NOIDA"**) to a consortium of companies lead by M/s **"SUNSHINE INFRATECH PVT LTD"** for development of a Commercial Complex through a special purpose company, M/s **SUNSHINE TRADETOWER PVT. LTD.** (hereinafter referred to as **"Company"**). The lease deed for demise of the said Plot to the Company (the **"Lease Deed"**) has been executed by and between NOIDA and the Company on 28TH December 2011 for the purpose of the development of a commercial complex by the Company, in terms of which the Company has the requisite authority to develop the proposed Commercial Complex.
2. The allotment, if and when made by the Company, pursuant to the accompanying application shall be purely provisional and further be subject to the terms and conditions, restrictions and limitations contained in (a) the Lease Deed dated 28th Dec 2011 executed by NOIDA in favour of the Company; (b) all laws, notifications and rules as maybe applicable inter alia to the Unit and/or the Plot, including any amendment or variation thereof; (c) the terms of the Allotment Letter, if any, issued by the Company to the applicant; and (d) the terms of any Builder Buyer's Agreement, if any, entered into by the Company with the applicant. The applicant, having read and understood the same, has applied for the allotment and through the submission of the application has agreed and undertaken to abide by those terms and conditions, restriction and limitations etc.
3. The applicant has applied for provisional allotment of a commercial Unit in the Commercial Complex being developed on the said Plot. The applicant has full knowledge of laws, notifications and rules as applicable to the Plot and the terms and conditions mentioned in the Noida Lease.
4. A formal Builder Buyer Agreement needs to be made and should be duly complete and signed by all allottee(s) and executed with 15 days of the provisional allotment, else the unit proposed to be purchased

shall be cancelled. Also a minimum of 10% of basic price needs to be paid in full at the time of Booking to avail the benefit of provisional allotment. The intending allottee(s) has fully satisfied himself about the interest and title of the Company in the said Plot of Land.

5. The timely payment of installments as per the Payment Plan shall be the essence of the allotment, if any made by the Company. It shall be incumbent on the intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment and the terms of the Noida Lease. In case, at any stage, the intending allottee(s) seeks cancellation of allotment and/or refund of the amount deposited by him, the Company may, at its discretion forfeit the booking/registration amount or the Earnest Money, as the case maybe. However, in case the company refunds any amount it shall be only after 90 days from the date of the request for such cancellation.

6. In case the intending allottee(s) fails to pay any installment(s) or interest as the case may be, within 90 days from due date for such payment, the Company shall have the right to cancel the allotment and forfeit the entire amount of Earnest Money / Registration Amount and the intending Allottee(s) shall be left with no right or lien on the said Unit or any part of the Land. The amount paid, if any, over and above the Earnest Money shall be refunded by the Company without interest after adjustment of interest accrued on the delayed payment(s), if any, and /or any other charges due from the intending Allottee(s). The delay in payment of installment shall entail interest @ 24% p.a. calculated from the due date of outstanding amount.

7. The layout plan of the entire Commercial Complex as drawn by the Company is tentative and is subject to change, if deemed necessary by the Company or as may be required by the regulatory authorities of Noida. The Company may effect or if so required by any regulatory authorities make suitable alterations in the layout plan. Such alterations may include change in the area of the Unit, floor, tower, number of Units, location and increase/decrease in the number of car parking slots as may be allotted to allottee(s) who have received allotment letters. In regard to all such changes either at the instance of the regulatory authorities or otherwise, opinion of the Company and the Company's architects shall be final and binding on the allottee(s). Further, if there is any increase/decrease in the super area of the Unit or a Unit becomes preferentially located, revised price and/or PLC shall be payable /adjustable at the original rate at which the Unit has been booked for allotment. Further, the Company reserves the right to suitably amend the terms and conditions as specified herein.

8. The intending allottee(s) shall pay to the Company the entire consideration of the Unit, as per the Payment Plan opted by the intending allottee(s)

9. The applicant has understood that the rights of ownership of land(s), facilities and amenities other than those within the block/building in which the Unit is located and the common areas shall vest solely with the Company which shall have the sole right and authority to deal in any manner with such land(s), facilities and/or amenities.

10. If any Unit is allotted to the intending allottee, the allottee shall pay the maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Unit) in the Commercial Complex as determined by the Company or its nominated agency.

11. The Earnest Money shall be deemed to be 10% of the total consideration of the Unit as mentioned in the Allotment letter.
12. If any Unit is allotted to the intending allottee(s), the allottee can also purchase one basement Car Parking space for a unit allotted for his exclusive use in the Commercial Complex. The same will be charged as per company policy.
13. Subject to the restrictions and limitations in the Lease Deed dated 28th Dec 2011, the intending allottee(s) may at its option raise finances or a loan for purchase of the Unit. However, responsibility of getting the loan sanctioned and disbursed as per Company's payment schedule will rest exclusively on the allottee(s). In the event, the allottee(s)' loan not being disbursed, sanctioned or delayed, the payment to the Company as per schedule shall not be delayed by the Allottee(s) and in the event of default in payment as per the Payment Plan the intending allottee shall be liable for consequences including cancellation of the allotment.
14. That the applicant shall pay on demand taxes of all or any kind whatsoever, whether levied now or leviable in future, on the land, building(s) or premises, as the case may be. It is clarified that the invoice for the tax payable if any shall be raised along with the demand note for each installment. Any charges on account of external electrification as demanded by Noida Power Authority or any competent authority shall also be additionally payable by the applicant(s).
15. If for any reason the Company is not in a position to allot the Unit applied for, the Company shall be responsible only to consider allotment of an alternative Unit or refund the amount deposited by the allottee(s) along with simple interest @ 9% p.a. It is clearly agreed and understood by the intending allottee that the Company shall not be liable for any other damages/compensation on this account. Further, for avoidance of doubt, it is clarified that the allotment of an Unit pursuant to the application made by the intending allottee, being purely provisional in nature, cancellation of allotment for any reasons whatsoever shall not entitle the allottee to or give rise to a cause of action for any injunctory relief or a relief of specific performance.
16. If any allotment is made to the intending allottee, upon completion of Unit and receipt of full consideration and other charges, if any payable by the allottee(s) , a tripartite sublease deed shall be executed in favour of the allottee(s) on the format approved by the NOIDA. All expenses towards execution of the said sub-lease deed shall be borne by the allottee(s).
17. The allotment of Unit is at the discretion of the Company and the Company has a right to reject any Offer / application without assigning any reason. In the event the Company decides to reject any offer/application for allotment of Unit, the Company shall not be obliged to give any reason for such rejection and any such decision of the Company rejecting any offer/application for allotment of Unit shall be final and binding.
18. THAT court in District Gautam Budh Nagar shall have the exclusive jurisdiction in all matters arising out of and/or concerning this transaction.

19. The brief terms and conditions as mentioned above are only illustrative and not exhaustive for the purpose of final allotment and may be altered or varied at any time by the Company. Further, notwithstanding anything contained herein, Company, reserves the right to suitably add or amend the terms and conditions as specified herein, where deemed so necessary .

20. Transfer of Allotment of a particular unit can be done provided 50% of the total value of the unit has been received by the company and the transfer charges would be separate as per company policy.

21. **PAYMENT TERMS AND CONDITIONS APPLICABLE**

- A. That the timely payment of installments as indicated in the payment Plan is the essence of the scheme if any installment as per the scheduled is not paid by the due date, the company will charge 24% compounded interest p.a on the delayed payment for the period of delay. However, if the same remains in arrears for more than three consecutive installments, the allotment will automatically stand cancelled without any prior intimation to the allottee / s and the allottee /s will have no lien/claim on the unit. In such a case, the amount deposited up to 10% of the cost of the unit, constituting the Earnest Money will stand forfeited and the balance amount paid, if any, will be refunded without any interest. However in exceptional and genuine circumstances the company may, at its sole discretion, condone the delay in payment exceeding three months by charging interest @ 24% compounded per annum and restore the allotment in case it has not been allotted to someone else on the waiting list. In such a situation, an alternate unit, if available, may be offered in lieu of the same. Further to this, The company shall be raising demand letters for payment due at various construction stages, wherein if such demands are not honored with stipulated time frame for consecutive three demands then the apartment so allotted shall be treated as deemed cancelled.
- B. That for preferentially located units, extra charges will be payable, if any.
- C. That in case the applicant, at any time, desires for cancellation of the allotment. It may be agreed to, though, in case, 10% of the basic price of the unit, constituting the Earnest Money, will be forfeited and the balance, if any, refunded without any interest.
- D. That in case the allottee/s wants to avail of a loan facility from his employer or financial institution to facilitate the purchase of the unit applied for, the company shall facilitate the process & banks subject to the following terms and conditions:
- (i) The terms of the financing agency shall exclusively be binding and applicable upon the allottee/s only.

- (ii) The responsibility of getting the loan sanctioned and disbursed as per the company payment schedule will rest exclusively on the allottee/s. In the event of the loan not being sanctioned or the disbursement is delayed, the payment to the company, as per schedule, shall be ensured by the allottee/s, failing which, the allottee / s shall be governed by the provision contained in clause I as above.

I/We, the applicant(s) herein do hereby declare that the above terms and conditions have been read/ understood by me/us and the same are acceptable to me/us. I/We the applicant(s) herein unequivocally agree affirm and undertake to abide by the terms and conditions as mentioned herein

(i).....
Sole /First Applicant

(ii).....
Joint Applicant/s

Date.....

Date.....

For Office Use Only

1. **Application** : Accepted /Rejected

2. **Registration for Provisional Allotment of**

Unit No.....Floor.....Tower.....

Type.....

Super Area..... Sq.Mts.(appx.) (.....Sq.ft. appx.)

Car parking

3 **Payment plan and Payment Schedule**

4. Special Conditions, if any

5. Agreement File Number

Date

6. Booked by

Date

7. Verified By

Date

.....

.....

Authorized Signatory for the Company

Dated