



APPLICATION FORM

TO BOOK AN OPPORTUNITY FOR TOMORROW



HIGH STREET COMMERCIAL



Application No. _____

Receiving Date: _____

BOOKING FORM

Particulars	1st Applicant	2nd Applicant
Name of Applicant(s)		
Father's Name/ Husband's Name		
Occupation /Status		
Residential Status (Resident/ Non-Resident Indian (NRI)/ Person of Indian Origin (PIO)		
Permanent Address		
Correspondence Address		
Land line no.		
Mobile no.		
Email ids		

Identification Information Documents	1st Applicant	2nd Applicant	Document Attached (Yes / No)	Paste recent coloured passport size photograph here (1st Applicant)
PAN No.				
Passport No.				
Voter ID				
UID No.				

Identification Information Documents	1st Applicant	2nd Applicant	Document Attached (Yes / No)	Paste recent coloured passport size photograph here (2nd Applicant)
PAN No.				
Passport No.				
Voter ID				
UID No.				

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Sole / 1st Applicant.....
Second Applicant.....
Company Official

DETAILS OF BOOKING

Booking Details	Particulars
Type of Unit	<input type="checkbox"/> Lockable Unit <input type="checkbox"/> Unlockable Unit
Salable Area of Unit (In Sq. Ft.)	
Unit No., Floor & Block/Tower (Tentative, subject to confirmed allotment)	Unit No. _____, Floor _____ Block/Tower _____
Booking – Direct/Channel Partner (signatures and seal of Channel Partner required, if applicable)	

TOTAL CONSIDERATION

Payment Particulars	Amount (In Rs.)
Basic Sales Price (@ Rs. Sq. Ft.)	
Preferential Location Charges (PLC) (@ Rs. Sq. Ft.)	
Interest Free Maintenance Security Deposit	
Other Charges	Other Charges include all statutory taxes and levies at the applicable rate, stamp duty, registration and related incidental charges, escalation charges and extra amenities charges (if applicable) as detailed out under Unit Buyer's Agreement

* Earnest Money is equivalent to 20% of the Basic Sales Price of the Unit

MODE OF PAYMENT & PAYMENT PLAN

Payment is to be made by an A/c Payee Cheque/Demand Draft payable at par, in favour of "Sunrays Infrastructure Private Limited" payable at Faridabad or via Electronic Fund Transfer (EFT) applicable to NRI/PIO applicants, details of which can be obtained from the Company. NRI/PIO shall be solely responsible for compliance under relevant laws pertaining to payment(s) made to the Company.

In case the cheque comprising booking amount is dishonored due to any reason, the Company reserves the right to cancel the registration without giving any further notice to the Applicant(s).

Payment Plan is Annexed herewith as **Annexure II**

BOOKING AMOUNT

The Applicant(s) encloses herewith a cheque/demand draft bearing no. _____ dated _____, for Rs. _____ (Rupees _____ Only) drawn on _____ in favour of the Company payable at Faridabad as Booking Amount.

DECLARATION

The Applicant(s) does hereby declare that the particulars/information given by the Applicant(s) is true and correct and nothing has been concealed there from. The Applicant(s) further declare that he/she/it has read and understood the Terms & Conditions (annexed herewith as Annexure I) governing the booking made by the Applicant(s) and no promise has been made by any of the sales staff of the Company and/or broker relaxing any of such terms and conditions.

Yours Faithfully,

(First Applicant)

(Second Applicant)

Date: _____

Place: _____

Sole/First Applicant

Second Applicant

Company Official



**ANNEXURE I
TERMS & CONDITIONS**

INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS BOOKING FORM (“APPLICATION”) FOR ALLOTMENT OF UNIT IN EFAW PLAZA PROJECT (“PROJECT”) OF THE COMPANY LOCATED AT SECTOR 79, FARIDABAD, HARYANA

The following terms and conditions are indicative to enable the applicant to acquaint himself/herself/itself with the terms and conditions governing the booking and the same shall be comprehensively set out in the Unit Buyer's Agreement/Agreement to Sell (hereinafter referred to as “Agreement”), which upon execution shall supersede the terms and conditions set out herein below:-

1. The Applicant(s) confirms that he/she has been provided by the Company with all the relevant information, documents, plans, site map and such other documents with respect to title, ownership, competency, facilities, and basic infrastructure to be provided in the Project. The Applicant(s) has confirmed that he/she/they have examined the said documents, plans, site map etc., and are fully satisfied in all respects with regard to the rights, title and interest of the Company in the Project, and has understood all limitations and obligations of the Company in relation thereto and has relied solely on his/her/its/their own judgment and investigation while deciding to apply for application.
2. The Applicant(s) has seen and accepted the layout plans, building plans, designs and specifications, which are tentative and the Applicant(s) authorize the Company to effect suitable and necessary alterations/modifications in the same as the Company may deem fit or as directed by any Competent Authority(ies). However, in case of any alterations/modification resulting in change in the area of the Unit, the Company shall intimate to the Applicant(s) in writing the change thereof and the resultant change in the price of the Unit shall be paid by the Applicant(s) or refund shall be made to the Applicant(s), as the case may be.
3. The Applicant(s) understands and agrees that upon execution of the Sale Deed, the Applicant(s)/Allottee(s) shall have the -
 - (i) ownership of the area of the Unit only.
 - (ii) undivided proportionate share in the common areas and facilities within the building in which the Unit is located
 - (iii) undivided proportionate share in the land underneath the building in which the Unit is located.
 - (iv) right to use, common areas and facilities within the Project, along with other Unit owners in the Project.
4. The Applicant(s) further understands and agrees that the Applicant(s) shall not have any right in any other unit/land, or other building/land in the Project. The Company shall be free to dispose of the same on such terms and conditions, as may be deemed fit. The Applicants(s) shall not have any right to interfere in the manner of booking, allotment and finalisation of sale of the other units/premises, buildings, lands etc. or in their operation and management including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, institutions, trust and/or any local bodies, which the Company may deem fit.
5. The Applicant(s) shall be deemed to have completed the due diligence prior to booking and making payment of the booking amount. Any cancellation made after booking and prior to signing of the Unit Buyers Agreement and/or making payment of _____% of the Basic Sales Price of the Unit/Apartment, whichever is earlier, shall attract cancellation charges of Rs. _____/- (Rupees _____ Only) apart from levy of late payment charges, if any. Non completion of due diligence shall not be a ground for waiver of cancellation charges. Further, any cancellation made after signing of the Unit Buyers Agreement shall attract forfeiture of Earnest Money in terms of provisions of Agreement. Similarly, the Company shall be entitled to cancel the booking within a period of 30 days from the date of the booking without assigning any reasons, including for non completion of Know Your Customer (KYC) formalities by the Applicant(s) and/or non receipt of booking amount.
6. The Applicant understands that the allotment of Unit is entirely at the sole discretion of the Company and the Company has the right to reject any offer/application without assigning any reasons and without incurring/carrying any liability towards cost, damage, interest etc., except that the registration amount received along with the Booking Form shall be refunded to the applicant. Unit shall be deemed to be allotted to the Applicant(s) only after issuance of Allotment Letter and/or execution of Unit Buyer's Agreement/Agreement to Sell. The Applicant understands that mere issue of receipt in acknowledgement of money tendered with the Booking Form does not guarantee definitive allotment.
7. The amount received towards allotment of specific type of Unit under this Booking Form does not guarantee allotment of the same and in case the Company is unable to allot the desired Unit, the Company will provide the closest equivalent of the said type of Unit.
8. Service Tax, V.A.T. (W.C.T.)/GST and other Govt. Levies (as applicable) shall be extra.
9. The Basic Sales Price does not include Preferential Location Charges (PLC), Interest Free Maintenance Security Deposit (IFMSD) and Other Charges which include all statutory taxes and levies at the applicable rate, stamp duty, registration and related incidental charges, escalation charges and extra amenities charges (if applicable) as per Unit Buyer's Agreement/Agreement To Sell.

Sole/First Applicant

Second Applicant

Company Official

10. Expression 'Unlockable Unit' shall mean undivided space in one of the buildings in the Project. Applicant(s) further understand that at no point in time will the applicant(s) be ever entitled to physical possession of the said space. In case of 'Unlockable Unit', the applicant shall only be entitled to “assured returns” until the time of possession and “assured rentals” for first lease as per Annexure III.

All 'Unlockable Units' shall be controlled by a body of owners of 'Unlockable Units', which may be constituted as a 'Company', 'Trust', 'Society' or in any Other form (hereinafter “Association”). This Association shall either use or lease the Unlockable Units for common benefits of its members and shall after deducting its expenses, distribute the income generated from use/ lease of Unlockable Units amongst the owners of Unlockable Units as per its Rules. The Applicant/Allottee opting for Unlockable Units shall be compulsorily required to become member of the Association and any failure on the part of any Applicant/Allottee in becoming member of the Association shall relieve the Company of all its obligations under the Unit Buyers Agreement.

11. The Applicant(s) shall not be entitled to transfer this Application once made or get the name of his/her nominees(s) substituted in his/her place without the prior written approval of the Company. The Company may in its sole discretion permit the same on such terms as it may deem fit including levy of applicable transfer fee and applicable statutory charges/taxes, if any, unless specifically waived by the Company.
12. Time is the essence with respect to the Applicant(s) obligations to pay the sale price along with other payments such as applicable taxes, stamp duty, registration fee and other charges that will be more specifically stipulated in the Unit Buyer's Agreement, to be paid on or before due date or as and when demanded by the Company, as the case may be, and also to perform or observe all the other obligations of the Applicant(s) under the said agreement.
13. Late payments shall attract interest on the amount overdue at the rate ____% p.a., compounded annually, calculated on daily basis commencing from the due date to the actual date of receiving the payment. If any instalment, including interest, if any, is delayed beyond the due date or in case of cancellation, the matter will be taken up for review and in such case the Company shall at their sole discretion be entitled to continue the booking by collecting the due amounts with interest or cancel the booking of the Unit, without any further notice to the intending purchaser. The Company shall refund the amount received, if any, after levying the cancellation charges/forfeiture of earnest money. On dispatch of the cancellation letter, the Company will be entitled to allot the said Unit to any third party at its sole discretion on such terms as it may deem fit. The purchaser shall have no further right claim for allotment/ possession of the Unit after the cancellation.
14. The Applicant(s) hereby agree to pay escalation charges due to increase/decrease in the price of the materials used in the construction work and/or labour charges during the progress of construction and upto the expiry of ____ months from the date of execution of Unit Buyer's Agreement/Agreement to Sell. The details and methodology of charging such escalation charges shall be elaborated in Unit Buyer's Agreement.
15. It is made abundantly clear that in respect of all remittances related to purchase/transfer of the Unit, it shall be the sole responsibility of Non Resident/Foreign National of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 (“FEMA”) or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals, etc., which would enable the Company to fulfil its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement, shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the part of Applicant(s) to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be solely liable for any action that may be taken by the competent authorities in this regard. The Company accepts no responsibility in this regard and the Applicant(s) shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this application form, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Company immediately and comply with all the necessary formalities, if any, under the applicable laws.
16. Any charges, levies, taxes or fee, in whatever the manner, which, may be charged, imposed or levied, or any increase in the existing charges and taxes, either on the Unit or on the construction of the Project or on the input or materials or equipment's used or supplied in execution of or in connection with the construction of the Unit, at anytime, in future or retrospectively, by any statutory body, or by the Central/State Government, shall be paid by the Applicant(s)/Allottee(s) on pro-rata basis and Applicant(s)/Allottee(s) shall keep the Company duly indemnified for the same.
17. All correspondence shall be in the name of the first applicant only, at the address/communication details provided in the Booking Form and it shall be the responsibility of the Applicant(s) to inform the Company by means of registered post/Speed post/Email about subsequent changes in the communication details.
18. All spaces provided in this application form shall be appropriately filed. Incomplete applications shall be liable to be rejected.
19. All dispute relating to/ arising out of this Booking Form are subject to the exclusive jurisdiction of the Courts in Faridabad only.

Sole/First Applicant

Second Applicant

Company Official

**ANNEXURE II
PAYMENT PLAN**

Sole/First Applicant

Second Applicant

Company Official



ANNEXURE III
DETAILS OF ASSURED RETURNS/ASSURED RENTALS IN CASE OF UNLOCKABLE UNITS



Sole/First Applicant

Second Applicant

Company Official

[FOR OFFICE USE ONLY]
CHECKLIST FOR RECEIVING OFFICER

(Please tick as applicable)

Document Checklist for Firm	Document Checklist for Company
PAN Card of Firm	PAN Card of the Company
Duly notarised copy of Partnership Deed.	Duly notarised copy of the COI, Memorandum & Articles of Association.
Authority Letter in favour of the person signing the Booking Form (by person other than the signatory)	Board Resolution in favour of the person signing the Booking Form (by person other than the signatory)
Identity and Address proof documents of the person signing the Booking Form on behalf of the Firm	Identity and Address proof documents of the person signing the Booking Form on behalf of the Company
Document Checklist for HUF	Document Checklist for Non Resident Indian /Person of India Origin
PAN Card of HUF	All KYC docs as applicable for Individuals
Authority Letter in favour of the person signing the Booking Form	In case of Demand Draft, Confirmation from the banker that the DD has been prepared from the proceeds of NRE/NRO account
Identity and Address proof documents of the person signing the Booking Form on behalf of HUF	In case of Cheque all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from any other account

Note: Document Checklist for Individuals provide in the form itself.

I confirm that all pages of the booking form have been duly signed by the Applicants(s) and the Authorised Signatory of the Company and the Booking Amount has been duly received from the Applicant(s). I further confirm that no relaxation has been made to the applicant from the terms and condition of the Booking Form.

Signature

Name: _____

Designation: _____



Sole/First Applicant

Second Applicant

Company Official