Application for
Allotment of apartments at

Sunny Citadel
Bhubaneswar

Developed by

Starlite Commercial Pvt. Ltd.
116/1/1, Mahatma Gandhi Road, Kolkata – 700 007
Plot 292, Rasulgarh, behind Rehman Petrol Pump, Bhubaneswar

Starlite Commercial Pvt. Ltd.
APPLICATION FOR ALLOTMENT OF APARTMENT AT
Sunny Citadel
Bhubaneswar

Dear Sir,
I/We would request you for allotment of an apartment measuring _____ sq.ft. of super built up area being Flat No. _____ on the _____ floor at Premises in Sunny Citadel coming up at Bhubaneswar. Please find enclosed Cheque/DD No. _____Dated _____ for Rs. _____/- drawn on _____towards the Application money payable by me/us. The necessary particulars in this regard are given below.

1. A) Name : (in block letters) of the 1st Applicant
   Mr./Ms. _____
   Father's/ Husband's Name _____

   B) Name (in block letters) of the 2nd Applicant
   Mr./Ms. _____
   Father's/ Husband's Name _____

2. (a) Address for Correspondence _____
   _____

   Telephone [R] _____[O] _____ [M]_____
   E-mail _____

   (b) Permanent Address _____

3. **(IF BOOKED BY A COMPANY / FIRM)**
   Name of the Company/Firm _____
   Registration No. _____
   Name and Designation of the Company Official _____
   Address of the Company/Firm _____

   Telephone _____ E-mail _____

4. Permanent Address/ Address for Correspondence _____
   _____
   Telephone _____

(FOR INDIVIDUAL APPLICANTS)

5. Status: A Resident Indian / Non – Resident Indian / Foreign National
6. Occupation (With Designation and Nature/Profession _____
   Business Address _____
   _____ Telephone _____
   Fax _____ E-mail _____

7. Nominee _____
   Address _____
   Telephone _____
   Relationship with Applicant _____Age _____Date of birth (if minor)_____

8. Source of remittance of application money and Bank Account No. (for NRI) _____
   _____

9. APARTMENT PREFERENCE AT SUNNY CITADEL :
   Flat No. _____ Area _____ Sq.ft. Floor: _____@ Rs. _____ per sq.ft.

10. CAR PARKING: @Rs. _____

11. Payment Preference : OUTRIGHT PAYMENT / INSTALMENT PLAN

12. Financial commitment plan : Own Funds / Institutional Assistance / Loan from employer

13. Name of the Financial Institution (if applicable)
    _____

14. Has any other member of your family applied for purchase of a flat in the same building?
    Yes _____ No_____

15. Income Tax Pan/GIR No. of 1st Applicant : _____

    Income Tax Pan/GIR No. of 2nd Applicant : _____

16. DECLARATION
I/We solemnly declare that

(a) I/We have read and understood the General terms and conditions annexed to this Applicant Form and do hereby solemnly agree to abide by them as also others as may be prescribed by the Starlite Commercial Pvt. Ltd. in the future.

(b) All the above information is true to the best of my/our knowledge and nothing relevant has been concealed or suppressed.

(c) I/We undertake to inform the Starlite Commercial Pvt. Ltd. of the changes that may occur in future, in the information and particulars furnished in the application by me/us in the future.

(d) I/We confirm that this Application and the amount towards the deposit shall not be deemed to be any acceptance by you of allotment to me/us of any flat.

(e) I/We undertake to comply with all the terms and conditions contained in the Agreement of Sale entered inot by and between me/us and the Starlite Commercial Pvt. Ltd.

Yours faithfully,

(FIRST/SOLE APPLICANT)

(SECOND APPLICANT)

Date: _____ Place : _____

GENERAL TERMS AND CONDITIONS
SUNNY CITADEL

INTRODUCTION
Starlite Commercial Private Limited, with its office at 116/1/1, Mahatma Gandhi Road, Kolkata – 700 007 is the company behind the project "SUNNY CITADEL", to cater the needs for growing demand of housing for people of all means.

WHO CAN APPLY
An Individual or a minor through legal or natural guardian, Indian citizen or foreign citizen of Indian origin, resident in India or abroad (In case of minor, age proof and name of natural guardian is required). Joint applicant by maximum two persons is permitted. Other entity (ies), is a Body Corporate incorporated in India or Partnership firm or HUF or any other Association of Persons (AOP) recognized as a legal entity under any law in India (copy of the Certificate of Incorporation or copy of registration Certificate is required).

APPLICATION PROCEDURE
A person intending to acquire an apartment will have to apply in the prescribed from contained in the brochure. Along with the application form (duly filled up) one has to furnished a cheque/DD of 5% of the total consideration drawn in favour of "STARLITE COMMERCIAL PRIVATE LIMITED".

ALLOTMENT PROCEDURE
The flats will be allotted to the applicants on a first come first serve basis only after the agreement which has to be done within 15days from the date of application.

PAYMENT
By Pay Order/ Demand Draft/ Cheque in favour of 'STARLITE COMMERCIAL PRIVATE LIMITED', payable at Kolkata or at Par cheque (No outstanding cheque will be accepted).

SCRUTINY AND REJECTION
Applications remaining incomplete or deficient in any respect will be liable to be rejected. Applications containing false information are liable to be rejected and booking will be cancelled even if the allotment is made, whenever so defected.

WITHDRAWAL OF APPLICATION/CANCELLATION OF BOOKING
Before Agreement/Allotment.
Service Charge @ Rs. 5000/- (Rupees Five Thousand only) will be deducted from the application money.

After Agreement/Allotment.
Service charge @Rs. 25,000/ (Rupees Twenty Five Thousand only of the total consideration) will be deducted.

REFUND NRE / NRO A/c
If the application money has been paid out of non-Resident Ordinary (NRO) Account of the applicant, refund will be made only to that Account. If the application money has been paid by the applicant out of Non-Resident External (NRE) account of the applicant, the refund will be made only to NRE account, provided banker's certificate for the payment of application money out of the said NRE account is furnished.

PRICE

Escalation

No price escalation will be charged to an allottee after the payment of the agreement amount against confirmed allotments. Down payment plan : 100% payment has to be made 15 days of agreement. Discount on down payment would be revised from time to time by STARLITE COMMERCIAL PRIVATE LIMITED.

DELAY IN PAYMENT OF INSTALLMENTS AND/OR OTHER DUES

It shall be incumbent on the allottee(s) to comply with the terms of the payment in respect of the apartment, car parking and/ or any other payments.

Payment of agreement money is required to be made within 15 days of application (with a maximum grace period of 5 days). No extension of time will be allowed for payment of agreement money. Payment of installment and all other dues shall have to be made as per payment schedule. In case payment is delayed the allottee(s) shall have to pay interest on the amount due @ 18% (eighteen percent) per annum for upto 2(two) months of delay from the respective due dates. Delay in payment of installments and all other dues beyond 2(two) months from the respective due date shall not be condoned. In case of such delay the allotment may stand cancelled and STARLITE COMMERCIAL PRIVATE LIMITED shall deduct service charge @ 10% (Ten percent of the total consideration). In case of such cancellation, the allottee will be refunded after deduction of the said charge.

If any of the payments made by the allottee is dishonored for any reason, the company shall be entitled at its sale discretion either to cancel the allotment and refund all payments after deducting the said service charges as mentioned above or the company shall be entitled to charge a penalty of Rs. 500/- to be paid forthwith on demand.

POSSESSION

STARLITE COMMERCIAL PRIVATE LIMITED shall endeavour to give possession of the apartment on or before 30.06.2012 subject to Force Majeure with a grace period of Six months from the date thereof unless prevented by circumstances beyond and control of the Owner/Vendor. Possession is referred as habitable condition of the said unit/flat, but the common facilities might take some more time. The allottee(s) shall be deemed to have taken possession of their respective apartment(s) on the 15th (fifteenth) day of the service of notice calling upon the allottee(s) to take possession, irrespective of the date when the allottee(s) take physical possession of their respective apartment(s). The allottee(s) shall be required to take possession of their respective apartment(s) on or before the deemed date of possession after fulfilling all the terms and conditions failing of which the allottee(s) shall be liable to pay guarding charge @Rs. 1000/- p.m. for the period between the deemed date of possession and the actual date of possession of the apartment(s) by the alloteee(s), over and above any other charges which may be payable.

COMPENSATION FOR DELAY IN POSSESSION

However if the owner/vendor fails to deliver the said flat/unit on the completion date, the purchaser would be entitled to a compensation @0.25% per month on the amount of money already paid by the purchaser.

FORCE MAJEURE

None of the parties shall be regarded as in breach of any of the terms and condition of this Agreement if any of the parties is prevented from performing or discharging its obligations in terms of the agreement because of circumstances beyond the control, such as fire or explosion, Earthquake and lightning, Accumulation of rainwater and unforeseen weather condition, Owner’s company lockout, Riot, civil disturbances, insurgency, enemy action or war, Temporary or permanent, interruption in the supply of utilities serving the project in connection with the work, Injuction or order of any Government, civil bodies or any other authority(s).

TRANSFER OF APARTMENTS
The purchaser shall be entitled to transfer or assign the benefits of the agreement or nominate any person till such time deed of conveyance is executed with proper information of the same being passed on to STARLITE COMMERCIAL PRIVATE LIMITED.

TRANSFEREE
Rs. 100/- (Rupees One Hundred only) per sq.ft. of the consideration to be received by owner/vendor for such transfer before the execution of the deed of conveyance.

REGISTRATION AND CONVEYANCE
The Transfer/Conveyance Deed of the apartment(s) shall be executed and registered in favour of the allottee(s) after the apartment(s) have been constructed. Subject to receipt of all payments as stipulated and fulfillment of all other terms and conditions mentioned herein. The Deed of Transfer will be drafted by Solicitors/Advocates of STARLITE COMMERCIAL PRIVATE LIMITED and shall be in such from and contain such particulars as may be approved by STARLITE COMMERCIAL PRIVATE LIMITED. All stamp duty, registration charges and other incidental expenses and/or in relation to conveyance of the said unit and for obtaining approval and consent necessary for such transfer and also any other assurances, deeds required to be made for in relation thereto shall be borne and paid by the purchaser.

EXTRA CHARGES
Additional expenses on account of formation of association, electricity connection, legal charges, generator charges, and any other additional facilities would be charged as extra on a later date.

COMMON AREAS AND FACILITIES
Interim Maintenance
STARITE COMMERCIAL PRIVATE LIMITED shall by itself or through its nominee, supervise the maintenance of the complex for a short period after handing over possession of apartment(s). STARLITE COMMERCIAL PRIVATE IMITED will help creation of the Maintenance Body and the Management Committee within Six months of handing over possession.

GENERAL
Complaints, if any, regarding specifications, fittings and fixtures,etc. provided in the apartment will be required to be brought to notice of STARLITE COMMERCIAL PRIVATE LIMITED within 15 days of taking over possession of the apartment. STARLITE COMMERCIAL PRIVATE LIMITED will not be responsible for any damage(s) caused to the apartment(s) on account of delay in taking over possession and in such event, the allottees will have to take possession of the apartment on ‘as is where is’ basis.
STARLITE COMMERCIAL PRIVATE LIMITED, however, may at its sole discretion, relax any of the condition(s). It also deserves the right to reject any application without assigning any reasons whatsoever.
It is understood that the application has applied for allotment of a residential apartment(s) with full knowledge and subject to all laws/notifications and rules applicable to this areas in general, and group housing projects in particular, which have been understood by him/her.

“Sunny Citadel” – Payment Schedule

Stage of Payment	AMOUNT (%)of consideration value
On Application	5%
On Agreement	10% (within 15 days of applicant)
On Completion Of Foundation	20%
On Completion of roof casting of the booked flat	20%
On Completion of brick work of booked flat	20%
On Completion of plumbing of booked flat	10%
On Completion of flooring of booked flat	10%
On Possession of booked flat	5%

Signature of the Applicant _____

Date : _____