

To

TODAY HOMES AND INFRASTRUCTURE PRIVATE LIMITED
STATESMAN HOUSE, 8TH FLOOR,
BARAKHAMBA ROAD, NEW DELHI : 110 001



Sirs,

I/We hereby apply for the allotment of a residential unit as per details given below in your project **KING'S PARK, PLOT NO. BRS-07, OMEGA-I/P-2, GREATER NOIDA, UTTAR PRADESH** Upon acceptance of my/our application, I/We agree to sign and execute, as and when desired by the company, the Agreement on the Company's standard format and I/We agree to abide by the terms and conditions of the sale as laid down herein and as may be stipulated by the company in its standard agreement.

Affix
Passport size
photograph of
the First/Sole
Applicant

1. SOLE/FIRST APPLICANT:

Mr./Mrs./Ms. _____, Age: _____ Yrs.

S/W/D of _____, Nationality _____

Profession _____, Designation _____

Residential Status: Resident Non-Resident Foreign National of Indian Origin.

Income Tax Permanent Account (PAN) No. _____, Date of Birth _____

Permanent Address _____

Tel. No. _____, Mobile No. _____, Fax No. _____

Office Name & Address _____

Tel. No. _____, Mobile No. _____, Fax No. _____

Email Address _____

Preferred correspondence Address: Resident Office

(_____) Signature

Affix
Passport size
photograph of
the Second
Applicant

2. SECOND APPLICANT

Mr./Mrs./Ms. _____, Age: _____ Yrs.

S/W/D of _____, Nationality _____

Profession _____, Designation _____

Residential Status: Resident Non-Resident Foreign National of Indian Origin.

Income Tax Permanent Account (PAN) No. _____, Date of Birth _____

Residential Address _____

Tel. No. _____, Mobile No. _____, Fax No. _____

Office Name & Address _____

Tel. No. _____, Mobile No. _____, Fax No. _____

Email Address _____

Preferred correspondence Address: Resident Office

(_____) Signature

OR

3*. M/s. _____

A Company/partnership/proprietorship firm having its office at _____

through its authorized director/partner/sole proprietor Mr./Ms. _____

(_____) Signature

4. DETAILS OF THE PREMISES APPLIED FOR

Unit No: _____ Floor _____ Block/Tower: _____

Category: _____ Super Area : _____ Sq. Ft. (approx.) : _____ Sq. Mtrs. (approx.)

5. PAYMENT PLAN OPTED

Construction Linked Plan Down Payment Plan

6. PAYMENT OF APPLICATION AMOUNT/EARNEST MONEY

The following are the details of the payment of the Application Amount:

Demand Draft / Cheque No. _____, Dated _____

Amount Rs. _____ (Rupees _____)

Drawn on _____

7. CONSIDERATION

(a) Basic Sale Price (BSP): Rs. _____

(b) Car Parking (s): Rs. _____

(c) Preferential Location Charges (PLC): Rs. _____

(d) Interest Free Maintenance Security (IFMS): Rs. _____

(e) Club Membership Fee: Rs. _____

(f) Lease Rent: Rs. _____

(g) Power Back-up Charges Rs. _____

(h) External Electrification Charges Rs. _____

(i) Others Charges _____ Rs. _____

(j) Total Consideration: Rs. _____

Date _____

Yours faithfully,

Place _____

Signature (s) of Applicant (s)

1. Subject to the provisions of the Standard Terms & Conditions, the Basic Sale Price is escalation free.

2. Please Enclose the following with this application:

- Photo Copy of PAN card or Form 60.
- Residence Proof
- Two (2) Recent Passport Size Photographs of each applicant.

FOR OFFICE USE ONLY

Mode of booking: Direct / Agent _____

Location booked; _____ Date of booking: _____

Dealing executive : _____ Checked / verified by : _____

TERMS & CONDITIONS OF ALLOTMENT OF UNITS

A. BOOKING & ALLOTMENT

1. For allotment of a residential unit, the Applicant has to submit his/her application on the prescribed form including the location, size & type of unit required. The application is to be accompanied with the booking amount, as per the payment plan, by an account payee cheque or demand draft favoring "TODAY HOMES AND INFRASTRUCTURE PRIVATE LIMITED" payable at New Delhi.
2. The final allotment is entirely at the sole discretion of the Company and the Company has the right to accept or reject an application without assigning any reason thereof.
3. In case the application is made by Corporate Body, Firm, Trust, etc., or through an Attorney, the same should be accompanied with the certified copy of the Memorandum and Articles of Association/Partnership Deed/Trust Deed/Resolution/Authority or Power of Attorney/ bye-laws, as the case may be.
4. It is only after the Applicant sign, confirms and executes the allotment letter on the Company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company. If however, Applicant fails to execute and return the allotment letter within 30 (Thirty) days from the date of its dispatch by the Company then this application shall be treated as cancelled at the sole discretion of the Company and the Earnest Money paid by the Applicant shall stand forfeited.

B. PAYMENTS

5. For preferentially located units, extra charges, as given in the payment plan, shall be payable.
6. The timely payment of installment as indicated in payment Plan is the essence of the scheme. If any installment is not paid as per the Payment Plan, the Company will charge interest @ 18% p.a. on the delayed payment for the period of delay. However, if the same remains in arrears for more than two consecutive installment as per the Payment Plan, the allotment will automatically stand cancelled without any further intimation to the Applicant and the Applicant will have no lien on the Unit. In such a case, the amount deposited up to 10% of the Basic Sale Price of the Unit which constitute the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded to the Applicant without any interest. However, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment exceeding two installment and or down payment by charging interest @ 18% per annum and restore the allotment in case it has not been allotted to some one else. In such a situation, an alternate unit, if available, may be offered in lieu of the same.
7. In case the Applicant, at any time, desires for cancellation of the allotment, it may be agreed to, though, in such a case, 10% of the Basic Sale Price of the unit, constituting the Earnest Money, shall be forfeited and the balance, if any, refunded to the Applicant without any interest.
8. In case the Applicant wants to avail of a loan facility from his employer or financial institutions/banks to facilitate the purchase of the unit applied for, the Company shall facilitate the process subject to the Terms & Conditions laid down by the GNIDA and subject to the following:
 - i) The terms of the financing agency shall exclusively be binding and applicable upon the Applicant only.
 - ii) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment plan will rest exclusively on the Applicant. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per payment plan, shall be ensured by the Applicant, failing which, the Applicant shall be governed by the provision contained in Clause 6 as above.

C. CONSTRUCTION / COMPLETION OF UNITS

09. The Company may on its own provide additional/better specifications and/or facilities other than those mentioned in the specification sheet or sale brochures due to technical reasons or due to popular demand or for reasons of overall betterment of the complex/individual unit. The proportionate cost of such changes shall be borne by the Applicant.
10. The completion of the unit will be done as per the completion date subject to receiving the entire sale price and other payment as per the terms of allotment. However, if the Applicant opts to pay in advance of payment as down payment plan, suitable discount may be allowed but the completion schedule shall remain unaffected.
11. The drawings shown in the brochure are subject to changes by the Architect/Company before or during the course of construction without any objections or claim from the Applicant. Within the agreed consideration cost, the Company shall complete all the work, plumbing, sanitary, work, joinery, painting & polishing, internal electrification. The unit shall, in particular, comprise of specifications as mentioned in the Brochure.
 - i) Expenditure on the provision of common Satellite TV system including cabling, intercom system, security system, piped gas system or any other common facility provided by the Company shall be proportionately borne by the Applicant(s).
 - ii) Generator lines or any other power back-up system shall be provided with the residential units. Cost of Generators, installation charges and running costs of the power back-up systems to the units shall be proportionately borne by the Applicant over and above the general maintenance charges.
 - iii) Applicant has to pay proportionate lease rent as decided/demanded by the GNIDA time to time. Applicant has also to pay the cost of one parking space in addition to the basic sale price as mentioned above.

- iv) The cost of the external electrification of the complex which includes the proportionate cost of sub-station, cost of transformer, main electrical panel and cost of cables up-to the distribution box shall be paid by the Applicant(s).
- v) The Applicant(s) shall be offered membership of the recreational club in the complex and the Applicant has to abide by the terms of membership of the club, the Applicant has to bear the costing of set up of club and payment of recurring annual/monthly charges in addition to the basic sale price as mentioned above.

D. MAINTENANCE

12. The maintenance of the residential unit including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Applicant from the date of the possession. Further, the Applicant will neither himself do, nor permit anything to be done which damages any part of the adjacent unit/s etc. or violates the rules or bye-laws of the Local Authorities or the Association of Applicant(s).
13. The green lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on cost sharing basis.
14. The Applicant shall allow the complex maintenance team to have full access to and through his units and terrace area for the periodic inspection, maintenance and repair of any common services therein.
15. The Applicant(s) of ground floor units have exclusive right to use the lawn area as demarcated by the company but not having any ownership right thereon. The Applicant of top floor unit (in case of low rise buildings only) have exclusive right to use the terrace but shall not have any ownership right thereon

E. TERMS OF GNIDA

16. That the project is being executed by the Company on leasehold land allotted by Greater Noida Industrial Development Authority (GNIDA) on the basis of a lease deed executed between the Company and GNIDA whereby the Company is authorized to develop and market the project.
17. That on execution of the sub-lease deed in favour of the Applicant by the Company and GNIDA for transfer of the leasehold title of the unit, the Applicant shall be bound by the terms of GNIDA, the lessor, including payment of lease rent, transfer charges etc.
18. That all taxes or charges, present or future, on land or building levied by any authority, from the date of booking, including the lease rent payable to GNIDA shall be borne and paid by the Applicant. One time lease rent, if paid, shall proportionately be borne by the Applicant(s).
19. That the Company shall be responsible for providing internal services within the complex which include laying of roads, water lines, sewer lines, electric lines and arboriculture. However, external services like water supply network, sewer, storm water drains, roads, electricity outside the complex to be connected to the internal services are to be provided by GNIDA.
20. That all terms and conditions of the lease deed executed between the Company and GNIDA will be mutatis mutandis applicable to the Applicant.

F. POSSESSION

21. The physical possession of the unit shall be given after receipt of entire sale consideration.
22. The Applicant shall have no right, interest or title in the remaining part of the complex such as club, parking, park, etc. except the right of ingress and egress in the common approach roads. These and the land or other common facilities shall remain the property of the Company. The right of usage of complex facilities is subject to observance by Applicant of covenants herein and up to date payment of all dues and the Applicant abiding by all the terms and conditions for uses of common areas as may be stipulated by Company or the maintenance agency as may be informed by the Company.
23. The Applicant has seen and accepted the plans, design, specifications which are tentative and can be modified due to technical and other reasons e.g. change in position or design of the Unit, number of the Unit, its boundaries, dimensions or its area. The Company shall be liable only for cost adjustments arising out of area variations.
24. In case a particular unit is omitted due to change in the plan or the Company is unable to hand over the same to the Applicant for any reason beyond its control, the Company shall offer alternate unit of the same type and in the event of non-acceptability by the Applicant or non-availability of alternate unit, the Company shall be responsible to refund only the actual amount received from the Applicant till then and will not be liable to pay any damages or interest to the Applicant whatsoever. In case any preferentially located unit ceases to be so located, the Company shall be liable to refund extra charges paid by the Applicant for such preferential location without any damages or compensation. Further, that the layout shown in the sales literature is tentative and is subject to change without any objection from the Applicant.
25. The possession period agreed upon is only indicative and the Company may offer possession before the date. The Applicant has to take possession of the unit within 60 days of the written offer of possession from the Company failing which the unit shall lie at the risk and cost of the Applicant. Further the Applicant shall be liable to pay Holding Charges, at the rates to be intimated by the Company, in addition to his proportionate share of all the other charges, to the Company for the period of delay in taking over actual possession of the unit after the expiry of the said period of 60 days.
26. The Applicant after taking possession of the unit, shall have no claim against the Company in respect of any item of work in the unit, which may have been carried out or for non-compliance of any designs, specifications, building material or any other reason whatsoever.
27. The development of the unit is subject to force-majeure clause, which includes delay for any reason beyond the control of the Company like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession as a result of any notice, order, rule, notification or any other action/inaction of the Government/Court of Law/Public/Competent Authority or any other reason beyond the control of the Company and in case of any of the aforesaid events, the Company shall be entitled to a reasonable extension of time. In case of non-availability of materials at reasonable cost including those materials mentioned in the specification sheet, the Company shall be entitled to use alternative/substitute materials without any claim or objection from the Applicant.
28. The sub-lease deed of the unit shall be executed by the Company and GNIDA as and when permissible subject to payment of entire payment and dues in respect of the allotment are cleared by the Applicant.
29. All charges, expenses, stamp duty, Registration fees etc. towards Sub-Lease deed, including documentation will be borne by the Applicant. If the Company incurs any expenditure toward the registration of the unit, the same will be reimbursed by the Applicant to the Company. In case the stamp duty or other charges payable by the Applicant to the authorities at the time of registration is discounted due to reason of prior payment of some/all charges by the Company, such discount availed by the Applicant shall be reimbursed to the Company prior to registration.

G. GENERAL TERMS AND CONDITIONS

30. The basis of calculating proportionate charges payable by any Applicant will be the proportion of the plot area of all units affected by the charge.
31. The address given in the application form shall be taken as final unless any subsequent change has been intimated under Regd. A/D letter or courier. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the Applicant.
32. Applicant may undertake minor internal alterations/expansion in the unit if so permissible under law only under intimation to the Company. The Applicant shall not be allowed to effect any of the following changes/alterations:
- Change which may cause damage to the structure (columns, beams, slabs etc.) or any part of adjacent units. In case damage is caused to an adjacent unit or common area, the Applicant will get the same repaired.
 - Change that may affect the façade of the unit (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint color of balconies and external walls, putting different grills on doors and windows covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
 - Making encroachments on the common spaces in the complex.
33. The Applicant shall not use or allow to be used the unit for any non-residential purpose or any activity that may cause nuisance to the other Applicant(s) in the complex.
34. In case of transfer of allotment of unit, a transfer fee as prescribed by the Company shall be payable by the Applicant to the Company. However, no transfer shall be entertained by the Company, till 35% of the Basic Sale Price has been paid by the Applicant.
35. In case of NRI/person of Indian Origin Resident Abroad, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the Applicant.
36. The Applicant has fully satisfied himself/herself about the authority and/or interest of the Company in the said land on which the unit is being constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the Applicant in this respect.
37. The Applicant agrees and undertakes that he shall, on taking possession of the unit or before, have no right to object to the Company constructed or continuing to construct other buildings adjoining the said residential unit. The Applicant agrees that in case at any stage further construction in the complex or the adjacent unit becomes possible, the Company shall have sole right to undertake and dispose off such construction without any objection or claim from the Applicant. The Company has a right to alter the plans of the complex/adjacent unit without any objection or claim from the Applicant.
38. All charges payable to various departments for obtaining service connections to the residential unit like electricity, Telephone, water etc. including security deposits for sanction and release of such connections as well as informal charges pertaining there to will be payable by the Applicant.
39. In case of joint application, the Company may, at its discretion, without any claim from any person deem correspondence with any one of the joint Applicant(s) sufficient for it record.
40. For all intents and purposes, singular includes plural and masculine include feminine.
41. In case of any dispute between the co-Applicant(s), the decision from the competent court shall be honored by the Company.
42. The court at DELHI alone shall have jurisdiction for adjudication of all matters arising out or in connection with this allotment.

Signature: Applicant _____ / Co-applicant: _____

Place: _____ Date: _____