

ALLOTMENT LETTER

Date: _____

Mr./Ms. _____

R/o. _____

Subject: Allotment of Apartment No. _____ in our residential group housing project named **‘RIDGE RESIDENCY’** being developed on project land admeasuring 51,902.01 Sq. Mtr at Plot No. GH-001, Sector-135, Noida, Uttar Pradesh.

Sir/Madam,

Thank you very much for choosing to have your dream home in our residential project **‘RIDGE RESIDENCY’** being developed on project land admeasuring 51,902.01 Sq. Mtr. at Plot No. GH-001, Sector-135, Noida, Uttar Pradesh.

As per your request, we hereby allot an Apartment in the abovementioned project with particulars (tentatively) as mentioned below:-

Apartment No.: _____

Carpet Area: _____ Sq. ft.

Floor No.: _____

Tower No: _____

The price of the above allotted apartment has been reckoned on the basis of the carpet area only which is Rs. _____ per square ft (all inclusive).

Please be informed that in the event of any change in the building plans, aforesaid particulars of Apartment may undergo automatic change.

Further note that this allotment is subject to: -

1. Terms and conditions contained in booking/application form submitted by you.
2. Timely payment of all costs, charges and dues in respect of above Apartment as contained in this Allotment Letter.

Any default w.r.t. above mentioned provisions shall attract the cancellation / revocation of the allotment.

Thanking you

Yours faithfully

For M/s Today Homes Noida Pvt. Ltd.

(Authorized Signatory)

THIS Allotment Letter ("Allotment Letter") is entered on this day.....of 20... by and between:-

M/s Today Homes Noida Pvt. Ltd. (CIN No. U70109DL2009PTC194189), a company incorporated under the Companies Act, 1956, having its registered office at,, New Delhi, 110008 represented by its authorized signatory Mr. _____ (Aadhar No. _____) authorized vide board resolution dated _____ hereinafter referred to as the "Promoter" (which expression shall include its assigns, successors in interest, administrators, executors, authorized representatives, etc. unless the subject and context require otherwise) of the First Part.

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

(Please insert details of other allottee(s), in case of more than one allottee)

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:-

For the purpose of this Allotment Letter, unless the context otherwise requires,-

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

(b) "Government" means the Government of the State of Uttar Pradesh;

(c) "Rules" means the applicable Real Estate (Regulation and Development) Rules for the State of Uttar Pradesh;

(d) "Section" means a section of the Act

WHEREAS:

- A. That a Lease deed dated 18th November 2009 read with Supplementary Lease Deed dated 29.03.2010 in respect of 51,902.01 Sq. Mtr of land executed between New Okhla Industrial Development Authority and Today Homes Noida Pvt. Ltd (herein after referred to as the "Said Land"). The original Lease Deed dated 18.11.2009 was duly registered with the Sub-Registrar II of Gautam Budh Nagar as Regd. No. 7354, Book No. I, Vol. No. 2591, on pages 36 to 71 on dated 18th November 2009.
- B. That pursuant to issuance of aforesaid Lease, Promoter Company has started constructing multi-storied residential buildings, a residential group housing project called "RIDGE RESIDENCY" (hereinafter referred to as the 'Said Project') on the land area admeasuring 51,902.01 Sq. Mtr.
- C. The Promoter is fully competent to enter into this Allotment Letter and all the legal formalities with respect to the right, title and interest of the Promoter regarding the land area on which Said Project is to be constructed have been completed.
- D. The State Environment Impact Assessment Authority, Uttar Pradesh has granted the commencement certificate / environmental clearance to develop the Said Project vide approval dated..... bearing registration no. _____.
- E. The building plans / layout of a number of multistoried residential buildings sanctioned from the _____ dt. The Promoter agrees and undertakes that it shall not make any changes to these building plans / layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Said Project under the provisions of the Act with the Real Estate Regulatory Authority under registration no. UPRERAPRJ3075;
- G. The Allottee had applied for an apartment in the Said Project vide application no. _____ dated _____ and has been Allotted Apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in tower no. _____ along with parking space (in _____ nos.) i.e. open _____, covered _____ and of pro rata share in the common areas ("Common Areas") as defined

under clause (n) of Section 2 of the Act (hereinafter referred to as the “Said Apartment” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

- H. The Parties have gone through all the terms and conditions set out in this Allotment Letter and understood the mutual rights and obligations detailed herein;
- I. The Promoter has further represented the Allottee that the revised building plans have been submitted for approval before the competent authorities and same is presently pending for approval. The final effect of changed building plan may result in the increase in the number of apartment in the Said Project or change in the particulars of the allotted unit.
- J. The Parties hereby confirm that they are signing this Allotment Letter with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Allotment Letter and all applicable laws, are now willing to enter into this Allotment Letter on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Allotment Letter and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Said Apartment with parking space as specified in Para G;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:-

1. TERMS:-

- 1.1 Subject to the terms and conditions as detailed in this Allotment Letter, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in Para G;

1.2 The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price") (as described below):-

Tower No. _____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment per square feet (including basic cost of apartment, cost of exclusive open terrace area (if applicable), proportionate cost of common areas, preferential location charges, car parking space (___ in nos.) i.e. open _____, covered _____ maintenance charges etc. is Rs. per sq. ft
Total Price (in rupees)	

Explanation:-

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST). However, Lease Rent as determined by New Okhla Industrial Development Authority ('NOIDA') and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project shall be payable extra by the Allottee at the time of offer of possession or at the time of the execution of the sub-lease deed.

Provided that in case there is any change / modification in the taxes, cess or lease rent, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

That the above said maintenance charges shall be taken as an interest free security (calculated on tentative basis for the period of 12 months) and the same shall be handed over to Association/maintenance agency at the time of handing over of the project. It is hereby clarified that after handing over of the unit, the allottee is liable to pay the maintenance charges on monthly basis and any

amount in lieu of default of the same shall be deducted from the above said advance interest free security/maintenance maintenance charges.

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (iv) The Total Price of Apartment includes: 1) pro rata share in the Common Areas; 2) _____ designated parking spaces as provided in this Allotment Letter.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, 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. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/lease rent imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 4.5 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Allotment Letter.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right in the Said Apartment as mentioned below: (i) The Allottee shall have exclusive ownership of the Said Apartment; (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act; (iii) That the computation of the price of the Said Apartment includes recovery of price of land, construction of not only the Said Apartment but also of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Said Project.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the allotted Apartment along with ____ parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Said Project is an independent, self-contained Project covering the Project Land i.e. Land Area admeasuring 51,902.01 Sq.Mtr. and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Said Project.

- 1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Said Project shall not form a part of the declaration to be filed with the concerned competent authority to be filed in accordance with the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment(s) to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Said Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.12 The Allottee has paid a sum of Rs, _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Said Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:-

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest @ 10% for the period of all delays.

2. MODE OF PAYMENT

Subject to the terms of the Allotment Letter and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of 'M/s Today Homes Noida Pvt. Ltd.' payable at New Delhi.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Allotment Letter. Any refund, transfer of security, if provided in terms of the Allotment Letter shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Allotment Letter, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the allotted apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under this Allotment Letter subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the allotted apartment and have accepted the Payment Plan, floor plans, layout plans [annexed along with this Allotment Letter] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Allotment Letter, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the concerned statutory state authority and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Allotment Letter.

7. POSSESSION OF THE APARTMENT

- 7.1 Schedule for possession of the Said Apartment: The Promoter agrees and understands that timely delivery of possession of the Said apartment is the essence of the Allotment Letter. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Said Apartment on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project i.e. the Project - Ridge Residency ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Allotment Letter

- 7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Said Apartment, to the Allottee in terms of this Allotment Letter to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/association of allottees/authority, as the case may be after handing over of the possession of the unit and/or the issuance of the occupancy certificate.
- 7.3 Failure of Allottee to take Possession of Apartment:- Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Allotment Letter and the Promoter shall give possession of the Said Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in clause 7.2 above.
- 7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Said Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the provisions contained in Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010
- 7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment and interest component on delayed payments along with the brokerage and taxes etc. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.
- 7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Said Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event including

court order(s), government policy, guidelines, decisions, if the promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Allotment Letter, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Said Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said Apartment, with interest @ 10% including compensation in the manner as provided under the Act within 45 days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest @ 10% for every month of delay, till the handing over of the possession of the said Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Project;
- (iii) There are no encumbrances upon the Project Land or in the Said Project;
- (iv) There are no litigations pending before any Court of law with respect to the Project Land, Said Project or Said Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Project, Project Land and Common Areas;

- (vi) The Promoter has the right to enter into this Allotment Letter and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any Allotment Letter qua unit allotted under present Allotment Letter and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the Said Apartment which will, in any manner, affect the rights of Allottee under this Allotment Letter;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Apartment to the Allottee in the manner contemplated in this Allotment Letter;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land and over the Said Apartment;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Project / Project Land) has been received by or served upon the Promoter in respect of the Project Land and/or the Said Project.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES**

- 9.1 Subject to the Force Majeure clause including court order(s), government policy, guidelines, decisions, the Promoter shall be considered under a condition of

Default, in the following events: (i) Promoter fails to provide ready to move in possession of the Said Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects; (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following: (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or (ii) The Allottee shall have the option of terminating the Allotment Letter in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest @ 10% within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Allotment Letter, he shall be paid, by the promoter the interest @ 10% for every month of delay till the handing over of the possession of the Said Apartment.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events: (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount @ 10% (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Said Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount, interest liabilities alongwith brokerage / taxes and this Allotment Letter shall thereupon stand terminated.

10. **CONVEYANCE OF THE SAID APARTMENT / REGISTRATION OF SUB – LEASE DEED**

The Promoter, on receipt of complete amount of the Price of the said Apartment under the Allotment Letter from the Allottee, shall execute a sub - lease deed and convey the title of the Said Apartment together with proportionate

indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the lease rent charges, stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed / sub – lease deed in his/her favour till full and final settlement of all dues including lease rent charges and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Said Project till the taking over of the maintenance of the project by the association of the allottees. The cost of advance maintenance for 12 months has been included in the Total Price of the said Apartment. That the above said maintenance charges shall be taken as an interest free security/maintenance charges (calculated on tentative basis for the period of 12 months) and the same shall be handed over to Association/maintenance agency at the time of handing over of the project. It is hereby clarified that after handing over of the unit, the allottee is liable to pay the maintenance charges on monthly basis and any amount in lieu of default of the same shall be deducted from the above said advance interest free security/maintenance maintenance charges.

That the Allottee/ Association shall enter into a separate maintenance agreement (the "Maintenance Agreement") with the Promoter or such maintenance agency as may be designated in this regard (the "Designated Maintenance Agency"), in accordance with the provisions of applicable Law, for the maintenance of common areas and facilities. The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Allotment Letter for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the

Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the Said Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE OF BASEMENT AND SERVICE AREA:**

The basement(s) and service areas, if any, as located within the Project – Ridge Residency, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16.

GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or to the Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Said Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Building / Said Project. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Said Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17.

COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Allotment Letter for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the Said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Apartment at his/ her own cost.

18. **ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act and as approved by NOIDA or within the parameters of building bye laws.

19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Allotment Letter he shall not mortgage or create a charge on the Said Apartment/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take Said Apartment.

20. **COMPLIANCES UNDER UTTAR PRADESH APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) ACT, 2010**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) ACT, 2010, as applicable, on the Project.

21. **SUB – LEASE DEED OF THE UNIT**

Upon completion of the construction, subject to and to the extent permitted by applicable law and the terms of the Lease Deed, the Allottee shall acquire, the Said Unit, for the consideration alongwith the undivided, indivisible and impartible proportionate interest (herein after referred to as his "Interest in land") in the leasehold ;and underneath the building in which the Said Unit is located in proportion to the ratio of the Carpet Area of the Said Unit to the aggregate Carpet Area of all the residential units in the said building / project in which the Said Unit is located.

The Interest in Land shall not be alienable / transferable separately and shall always remain attached to the Said Unit and be a part of the Said Unit.

Provided however that the Proportion is subject to change and fluctuation with the construction / removal / demolition of additional floor(s) in the building in which the Said Unit is located and / or change in the number and size of Residential Units being constructed / to be constructed in the said Property.

For the sake of clarity it is stated that nothing herein shall be construed to give the Allottee the right to raise any claim against the Company on account of any such Construction Changes or the right to object to the additional construction or removal thereof.

Notwithstanding that a portion of the Common Area has been considered for the purpose of calculating the Carpet Area of the Said Unit only the Said Unit shall be allotted to the Allottee on the terms herein, & the Allottee shall not have any interest, right or title in the Common Areas in any manner whatsoever except the right of user as provided herein.

22. **TERMS OF NOIDA**

That the project is being executed by the Promoter on leasehold land allotted by New Okhla Industrial Development Authority (NOIDA) on the basis of a Lease Deed executed between the Promoter and NOIDA whereby the Promoter is authorized to develop and market the project.

That on execution of the Sub-Lease Deed in favour of the Allottee by the Promoter / NOIDA for transfer of the leasehold title of the unit, the Allottee shall be bound by the terms of NOIDA, the lessor, including payment of lease rent, transfer charges etc.

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 NOIDA shall be borne and paid by the Allottee. One time lease rent, if paid, shall proportionately be borne by the Allottee(s).

That the Promoter 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 NOIDA.

That all terms and conditions of the Lease Deed executed between the Promoter and NOIDA shall be mutatis mutandis applicable to the Allottee.

23. **BINDING EFFECT**

Forwarding this Allotment Letter to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Allotment Letter with all the schedules along with

the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Allotment Letter within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

24. **ENTIRE AGREEMENT**

This Allotment Letter, along with its schedules, constitutes the entire Allotment / Agreement Letter between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

25. **RIGHT TO AMEND**

This Allotment Letter may only be amended through written consent of the Parties.

26. **PROVISIONS OF THIS ALLOTMENT LETTER APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

27. **WAIVER NOT A LIMITATION TO ENFORCE**

27.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Allotment Letter, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of

interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

- 27.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

28. **SEVERABILITY**

If any provision of this Allotment Letter shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Allotment Letter shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Allotment Letter and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Allotment Letter shall remain valid and enforceable as applicable at the time of execution of this Allotment Letter.

29. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE ALLOTMENT LETTER**

Wherever in this Allotment Letter it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all the Apartments in the Said Project.

30. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Allotment Letter or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

31. **PLACE OF EXECUTION**

The execution of this Allotment Letter shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office. After

the Allotment Letter is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Allotment Letter, the same shall be registered at the office of the Sub-Registrar at Noida. Hence this Allotment Letter shall be deemed to have been executed at Noida.

32. **NOTICES**

That all notices to be served on the Allottee and the Promoter as contemplated by this Allotment Letter shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee Address)

M/s Today Homes Noida Pvt. Ltd. ("Promoter").

Registered office at _____

_____,

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Allotment Letter in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

33. **JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

34. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Allotment Letter shall be construed and enforced in accordance with the laws of India for the time being in force.

35. **DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Allotment Letter, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be adjudicated amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Allotment Letter at _____ in the presence of attesting witness, signing as such on the day first above written.

Signed sealed & delivered by the within named Promoter

M/s Today Homes Noida Pvt. Ltd.

Through its authorized signatory

Mr. _____

Signature _____

Signed sealed & delivered by the within named Allottee (including joint buyers)

Mr./Mrs./M/s. _____

Signature _____

Resident of:- _____

AND (if applicable)

Mr./Mrs./M/s. _____

Signature _____

Resident of:- _____

At _____ on _____

in the presence of:-

WITNESS:-

1. Name:-

Resident of _____

Signature _____

2. Name:-

Resident of _____

Signature _____

SCHEDULE – A

DESCRIPTION OF SAID APARTMENT

SCHEDULE – B

FLOOR PLAN OF SAID APARTMENT

SCHEDULE – C

PAYMENT PLAN AS APPLICABLE TO THE SAID APARTMENT

SCHEDULE – D

SPECIFICATIONS, AMENITIES & FACILITIES ATTACHED TO THE SAID APARTMENT

SCHEDULE – E

**SPECIFICATIONS, AMENITIES & FACILITIES ATTACHED TO THE SAID PROJECT (AS A
WHOLE)**