

Allotment Letter

To,

1) MR/MRS/MISS. _____

2) MR/MRS/MISS. _____

Address: _____

Sub: Allotment of Apartment no. _____ admeasuring _____ square metres of carpet area, along with _____ square metres Enclosed Balcony area, _____ square metres Balcony area, _____ square metres C.B. area, _____ square metres F.B. area, _____ square metres Service area, _____ square metres Terrace area (all areas mentioned are unfinished areas) on the _____ FLOOR in “ _____ ” WING in **MATESHWARI ALTURA** situated at land bearing Survey No. 144, Hissa No. 2 B admeasuring 0 hectare 36 Are 9 prati equivalent to 3690 sq. metres and Survey No. 145 Hissa No. 2 D admeasuring 0 hectare 29 Are and 3 prati equivalent to 2930 sq. metres thus totally admeasuring 6620 sq. metres within the limits of the Thane Municipal Corporation, District Thane, (“Said Flat”),

Ref: Your application dated _____.

Dear Sir/Madam,

- 1) We thank you for your keen interest to purchase the above stated flat in our project Mateshwari Altura.
- 2) Pursuant to your confirmation and acknowledgment of verification of the Title Certificate, sanctioned and approved plans by the competent authority, Commencement Certificate, model Agreement for Sale, model Conveyance Deed and all the other relevant documents etc. in respect of our project Mateshwari Altura, we hereby inform you that we have allotted you the above referred Flat, subject to you making timely payment as per the payment schedule mentioned in foregoing clauses herein below, which being the essence of this Allotment Letter and subject to your observance of the terms and conditions mentioned hereinafter.
- 3) The total sale consideration of the said Flat is fixed at ₹ _____/- (**Rupees _____ Only**). The said consideration amount is inclusive of M.S.E.D.C.L. Charges (Meter Deposit, S.L.C. Charges, Cable Charges, and Common Electricity Charges), Water Connection Charges, Documentation Charges, Development Charges, and Transformer if any, maintenance charges for one year from the date of handing you the possession of the said flat and proportionate share for formation and registration of Co-Operative Housing Society only. The said price of flat does not include stamp duty charges, registration charges, all direct and indirect taxes and miscellaneous charges and out of pocket expenses.

- 4) The Allotment of the above referred flat is subject to your following representations and warranties to us viz.:
- a. you are not prohibited from acquiring the said Flat under any law or otherwise,
 - b. you have not been declared and/or adjudged to be an insolvent, bankrupt, etc. and/or ordered to be wound up, as the case may be,
 - c. no receiver and/or liquidator and/or official assignee or any person is appointed in your case or for all or any of your assets and/ or properties,
 - d. none of your assets/ properties are attached and/ or no notice of attachment has been received under any law, regulation, statute, etc.,
 - e. you have not received any notice from either the State or the Central Government of India and/or from abroad for your involvement in any money laundering or any illegal activity and/ or declaring you to be a proclaimed offender and/or no warrant is/ has been issued against you,
 - f. you are not purchasing the above referred flat to beat any consequence of law, decree, debt and any order passed against you,
 - g. no execution or other similar process is issued and/or levied against you and/or against any of your assets and properties,
 - h. you are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence for a period of not less than six months,
 - i. you are aware that the carpet area of the said Flat mentioned herein is approximate and measured on a bare shell basis (all areas mentioned are unfinished areas) to be measured as per prescribed norms, the said area is also indicated in the approved plan and that the actual carpet area of the said Flat upon completion of construction may vary up to plus/minus 3% (approx),
 - j. you have inspected all documents and details pertaining to the project Mateshwari Regency to your satisfaction including but not limited to the title documents in respect of the project land, sanction plans, layout plans, building permissions, encumbrances etc.,
- 5) Payment Schedule is as below :
- i. 10 % the Allottee has paid on or before execution of this letter or as an advance payment or application fee and hereby agrees to pay to that Promoter. the balance amount of in the following manner:-
 - ii. 30 % to be paid to the Promoter immediately after the execution of Agreement for Sale.
 - iii. 45 % to be paid to the Promoter after the Plinth of the building or wing where the said Apartment is located.
 - iv. 50 % to be paid to the Promoter on completion of the 1st to 3rd slabs including podiums and stilts of the building or wing where the said Apartment is located.
 - v. 55 % to be paid to the Promoter on completion of the 4th to 6th slabs including podiums and stilts of the building or wing where the said Apartment is located.
 - vi. 60 % to be paid to the Promoter on completion of the 7th to 9th slabs including podiums and stilts of the building or wing where the said Apartment is located.
 - vii. 65 % to be paid to the Promoter on completion of the 10th to 12th slabs including podiums and stilts of the building or wing where the said Apartment is located.
 - viii. 70 % to be paid to the Promoter on completion of the 13th to 15th slabs including podiums and stilts of the building or wing where the said Apartment is located.

- ix. 75 % to be paid to the Promoter on completion of the staircases, lift wells, lobbies of the building or wing where the said Apartment is located.
 - x. 80 % to be paid to the Promoter on completion of the walls, external plaster, elevation, terraces with waterproofing of the building or wing where the said Apartment is located.
 - xi. 85 % to be paid the Promoter on completion of the internal plaster, door frames and external plumbing of the building or wing where the said Apartment is located.
 - xii. 90 % to be paid the Promoter on completion of the wall tiling, floorings, doors and windows of the building or wing where the said Apartment is located.
 - xiii. 95 % to be paid the Promoter on completion of the lifts, water pumps, Sanitary fittings, electrical fitting, mechanical and environment requirements, entrance lobby/s, plinth protection, and all other requirements as may be prescribed in the Agreement of sale of the building or wing where the said Apartment is located.
 - xiv. 100 % to be paid against and at the time of handing over of the possession of the said Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate of the building or wing where the said Apartment is located.
- 6) In any case no permission will be given to you to begin any kind of work of whatsoever nature within the said flat prior to your taking possession of the said flat by completing all the necessary legal formalities including payments of all due amounts towards cost of flat, interest (if applicable), proportionate taxes etc.
- 7) It has been agreed that the timely payment of all amounts including interest (if applicable) towards progress of work as and when demanded by us from you is of prime essence towards completion of work within stipulated time. You have confirmed to us that an intimation forwarded by us to you that a particular stage of construction is commenced shall be sufficient proof to that effect. However, it is agreed by you that failure to receive notice from us requiring such payment shall not be a plea or an excuse for non-payment of any amount on their respective due dates. It is also been agreed that in case of any cheque getting bounced during the payment of any installment/s, we shall be inter alia, entitled to forthwith cancel the reservation of the said Flat in your favour and all amounts paid by you shall stand forfeited. We shall be further entitled to pursue any other legal remedy.
- 8) Any notice with respect to this allotment letter shall be validly served upon you if sent by us to any one of the following mediums:
- Addresses specified below:**
- Allottee/s Address :**
- Notified Email ID :**
- Promoter Address :Mateshwari Altura, Survey No. 144/2/B, 145/2/D, Near Khidkaleshwar Mandir, Kalyan Shil Road, Khidkali, Thane.**
- Notified Email ID : info@mateshwarigroup.com**

All communications addressed to us at the given addresses shall be deemed to be received by me/ us. I/We undertake that any change in address will have to be notified in writing to Developer/Promoter at its registered office and acknowledgment be obtained for such change.

- 9) In addition to the above you shall pay the charges/ deposits as and when demanded towards: - Fitness Center Charges, Preferential location, entrance fee, society maintenance, proportionate share of property taxes for building, debris charges, charges for plantation and maintenance of trees, lawns etc. and any other charges that are applicable which will be over and above the sale consideration of the said Flat.
- 10) It is expressly agreed, consented and accepted by you that you will not have any right, title, interest, claim, lien, encumbrance, charge, etc. on the said Flat and you will not be entitled to occupy and we shall not be liable to hand over occupation / possession of the said Flat unless you pay the entire sale consideration, along with interest (if any), taxes, deposits and other outstanding dues for the said Flat.
- 11) It is further expressly agreed, consented and accepted by you that we shall be at the liberty to sell, assign, transfer mortgage or otherwise deal with our right, title and interest in the said Property and/or the building/s being constructed to be constructed thereon.
- 12) You have agreed and consented that you will not be entitled to transfer, assign, license, mortgage, charge, and lien, encumber or create any right, title and interest under this letter, without our prior written consent.
- 13) This allotment is subject to terms and condition set out in the Sale Agreement which shall be executed and registered within 30 days from the date of this Allotment Letter. The said Agreement shall be executed and registered under the provisions of Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, management and Transfer) Act, 1963 and/or the Real Estate (Regulation and Development) Act, 2016 or any other law as may be applicable at the relevant time. We reserve the sole right to make any addition, modification, changes, alteration and reduction, etc. in the said flat as per the direction of Karjat Municipal Council and/or any other such authority from time to time or as required by various rules and regulations which shall be informed to you. Notwithstanding anything contained under this letter you have expressly agreed, accepted and confirmed to pay/ reimburse to us immediately as and when demanded by us and/or to the appropriate authorities all the present/future/revised/new property/Municipal Tax, Service Tax, Education Cess, M-VAT, GST, W.C.T Tax and/or any other levies, taxes, cess, surcharge, dues, duties, including TDS, etc. which may be called or demanded under name or terminology or may become payable due to any change/ amendment in the existing laws, policies, rules or due to implementation/ enactment of any new laws/rules by the Local Bodies, State Government, Central Government or by any other

Competent Authorities. You shall pay such amount in additions to any amount mentioned under the agreement/allotment letter or otherwise.

- 14) It is further agreed that in case of delay/ default in making payment of the Service Tax/VAT/GST amount demanded/payable, we shall be entitled to, without prejudice to any other rights or remedies available with us, adjust the unpaid service tax/VAT/GST amount along with interest payable thereon from the due date till the date of adjustment against any subsequent amounts received from you.
- 15) It is agreed that you shall make payments due to us immediately as per the terms of the demand letters. If the due amounts are not paid as mentioned in the demand letters you shall be required to pay the demanded amount with interest at the State Bank of India's Fixed Deposit Rate plus 2% per annum and for continued default beyond 30 days penal interest at the rate of 6% p.a. over and above the State Bank of India Rate for Fixed Deposit plus 2%. In the event, if you fail to make payments as demanded vide the demand letters and in the event if you fail to make such payments along with the interest if any on the defaulted demand amount for 2 or more such demands (not necessarily chronological), this allotment shall automatically stand cancelled, rescinded/revoked without any further notice and amounts paid by you till then shall stand forfeited as and by way of liquidated damages for cost and opportunity cost and we will be at liberty to sell or dispose the said Flat to any third party without any reference from you. The above remedy shall be without prejudice to any other right or remedy available to us against you.
- 16) We shall have full right and absolute authority and shall be entitled to, at any time hereafter to change, alter and amend the layout, plans, designs, elevation, etc. of **Mateshwari Altura** and you agree to grant your consent thereto. You shall not withhold your consent for any such change, alteration, amendment to the layout plans, designs, elevation, etc so long as we have made available the layout plans, designs and elevations, etc. to you either at our office or on the website of the Authority. Further, we shall not be required to obtain your consent in the following events:
 - a. any minor additions or alterations.
 - b. any addition or alterations to any club house, common areas, amenities, etc.
 - c. any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government
- 17) It is mutually agreed that the consideration with respect to the said Flat is based on the consent provided by you in the above referred Application, this letter and all further consents that you will be required to provide under the Agreement for Sale. In the event you choose to withdraw your consent for any change, alteration, amendment, modification to the layout plans, designs, elevations, etc, the amount of consideration shall include any direct and/or indirect losses, damages, expenses suffered by us in this regard.

- 18) It is mutually agreed that upon termination/ cancellation of the allotment of the said premises, the entire amount paid by you shall be forfeited by us and you shall have no right/ claim against the said Flat / Project or the Promoter.
- 19) You agree that in case you are an NRI or non-resident/foreign national of Indian origin/foreign national/foreign company or non-resident, then in that event, you shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, Reserve Bank of India Act and rules/guidelines made/issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India.
- 20) In the event of any changes as per the Government rules and regulations, the revision and the impact thereof on the said property shall be communicated to you.
- 21) All the terms and conditions mentioned herein and in the sale Agreement shall be binding on you and you confirm that this allotment is the basis of commercial understanding between us.
- 22) In case of any inconsistency between the provisions of any other prior writings, arrangements or the booking form and this Letter of Allotment, the provisions as contained in this Letter of Allotment shall prevail.
- 23) This Letter of Allotment is subject to the terms and conditions of the Sale Agreement.

I / We hereby have read understood & agreed and consented to all the above terms and conditions and accept the same.

Please sign and confirm this letter in token of acceptance of the terms and conditions as stated herein above.

Yours Faithfully,

For MATESHWARI REALTORS

PARTNER

1) MR/MRS/MISS_____

2) MR/MRS/MISS_____

I/We accept all above terms and conditions