## **ALLOTMENT LETTER**

4th July 2013

Shraddha Kedia

Ms. Shraquna .... 6<sup>th</sup> floor, Vishwasanti,

30/E, Azad Road, Juhu Koliwada, Santacruz (West), Mumbai-400 049.

Dear Madam,

Allotment of **Flat admeasuring approximately 1,305 square feet (carpet area)** in the building to be known as "**SATELLITE GLORY**" being constructed on plot of land bearing CTS No. 134 of Village Chakala, Mumbai Suburban District, situate at Andheri-Ghatkopar Link Road, Andheri (East), Mumbai – 400 093. Re.

- We are developing the plot of land admeasuring 2,852 square meters, bearing City Survey No. 134 of Village Chakala, Taluka Andheri, Mumbai Suburban District, situate at Andheri-Ghatkopar Link Road, Andheri East, Mumbai 400 093 (the "said Plot"), and constructing a residential building (the "said building"), thereon.
- "Society"). Title of the said plot is certilied as cical control (Court, Certificate of Title issued by Mr. M. U. Pandey, Advocate, Bombay High Court, vide his Title Certificate dated 23rd December, 2008.A copy of the said Title vide his Title Certificate dated 23rd December, Sale to be executed in due The said Plot is owned by one Shilpa Co-operative Housing Society Limited (the "Society"). Title of the said plot is certified as clear and marketable in the course. ςi
- We are entitled to develop the said Plot by virtue of registered Development Agreement dated 27th May, 2008 (the "said Agreement"). The said Agreement is valid, subsisting and binding, and neither we nor the Society has committed any breach of any of the terms, conditions, covenants etc. thereunder.
- Pursuant to the agreement arrived at between ourselves and yourself, we hereby allot to you a residential Flat No. 504 of 3 bedrooms, hall and kitchen on the 5<sup>th</sup> floor, admeasuring approximately 1,305 square feet (carpet area) (as shown shaded in attached floor plan and hereinafter referred to as the "said flat") at a lump sum price of Rs. 3,08,21,338/- (Rupees Three Crores Eight Lakhs Twenty One Thousand Three Hundred thirty Eight only) including floor rise and exclusive use of Two car parks on terms and conditions agreed by you and contained herein:
- Unless referred to individually, the said flat and the car parkings are hereinafter collectively referred to as the "said premise". ശ
- If the area of the said flat is reduced or increased, the variation of + I - 7.5%. If the area of the said flat is reduced or increased, the consideration of the flat shall be reduced or increased as shall be mutually agreed. area of the flat is expected to be carpet area of 1,305 square feet with Ö
- The consideration shall be payable by you to us in the following manner: ~



- Rs.1,55,51,202/- on execution hereof (the payment and receipt whereof we do hereby admit and acknowledge) €
- 16,92,000/- on initiation of fourth slab of the said building. €
- 23,00,000/- on initiation of fifth slab of the said building.  $\equiv$
- Rs. 23,00,000/- on initiation of sixth slab of the said building. 3
- 23,00,000/- on initiation of seventh slab of the said building. Rs.  $\mathfrak{S}$
- Rs. 23,00,000/- on initiation of eighth slab of the said building.  $\overline{S}$
- Rs. 21,88,000/- on initiating tiling in the said flat allotted to you. (<u>K</u>
- peaceful possession of the said flat together with use of the respect, and on offering to hand over quiet, vacant and 21,90,136/- on completion of construction of the entire building in all Parking Spaces and receipt of OC.
- You shall be liable to pay service tax and Maharashtra Value Added Tax, Local Bodies Tax (LBT) if applicable and / or any other tax at specified rates at the time stipulated by law. We shall execute and register the agreement for sale within 30 days from the date of IOD and full CC being issued subject to your having made Added Tax, and upon registration of agreement for payment of the stamp duty at applicable rate. of payment of instalment(s) œ
- delay or default in payment of stamp duty then the same shall be totally to your premises at applicable rates. If any interest or penalty is payable as a result of any shall be liable to pay stamp duty and registration charges for the account and you shall bear and pay the same. You တ
- aforesaid consideration prior to being put in possession of the said flat to be allotted to you. the addition to sums in shall be liable to pay the following √ou V 10.
- Sum equivalent to 12 months taxes and outgoings (accountable)
- Rs. 2,50,000/- for amenities and facilities (non accountable) io io
- Standard legal and administrative charges and for share certificate of the Society (non accountable) Rs. 2,50,000/- towards development charges (non accountable)
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    - Standard deposit/s for utilities (non accountable)
- You shall be permitted to sell, transfer, deal with and/or dispose off the said premises and/or your rights, obligations and benefits under this letter of allotment to any respectable person subject to making payment of transfer fee of Rs.360/per sq. ft. (prior to transfer) and after obtaining our prior written permission which shall not be unreasonably withheld. <u>..</u>
- A copy of the said title certificate shall be annexed to the Agreement for Sale to be executed in due course. 12.
- You shall pay interest, chargeable at 24% per annum on delay in payment. <del>ن</del>
- Delay in payment exceeding 180 days shall entitle us to cancel allotment made in your favour. Upon cancellation of allotment we shall be entitled to deal with the said Premises with any third party. In such event we shall refund all the monies paid to us without any interest. Such refund shall be made within 60 days from cancellation, failing which without prejudice to your other rights and remedies against us, we shall be liable to pay to you interest at the rate of 18% per annum from the date of payment to us till the actual refund thereof. cancellation, failing which without prejudice to your 4.



- and provided your rights You have agreed that, subject to applicable laws, and provided you respect of the said premises are not in any manner adversely affected: You have agreed that, 5
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- RG area, open spaces and amenities and facilities may be subject to modifications if deemed to be expedient at our sole discretion. all the rights and privileges for future development as may be permissible on the said plot shall be ours alone and we reserve the right to construct vertical or horizontal extension of the said building and you shall not have any objection to the same. ö
- we have reserved with ourselves exclusive rights to use the said building, its periphery, its open spaces, its terraces etc or to permit such exclusive use to any one else and that you shall neither be entitled to the same nor shall you object to the same. ပ
- favour in accordance with the provisions of the Maharashtra Ownership Flats [Regulation of the Promotion of Construction, Sale, Management and Transfer] Act, 1963 or any statutory modification/s or re-enactment thereof for the time being said premises to you is subject to the terms and conditions recorded herein and in the regular agreement for Sale to be executed by us in your Allotment of the in force. <u>⇔</u>
- complete within 24 months from the date of full approval of the building plans by the MCGM. However, we shall not incur any liability if the construction is delayed due to reasons not directly attributable to us such as war riots or civil commotion, of building materials, labour action, change in applicable laws or regulations, delay in receipt of approvals beyond customary / reasonable period, government action, any act of God, or for any other reason beyond our control. expected to said building under normal conditions is Construction of the unavailability 17.
- The said premises and the said building shall be provided with certain amenities common amenities in the said building to be specified in the agreement for and  $\frac{\pi}{\infty}$

Please confirm your acceptance of the aforesaid terms and conditions by signing and returning to us a duplicate copy of these presents.

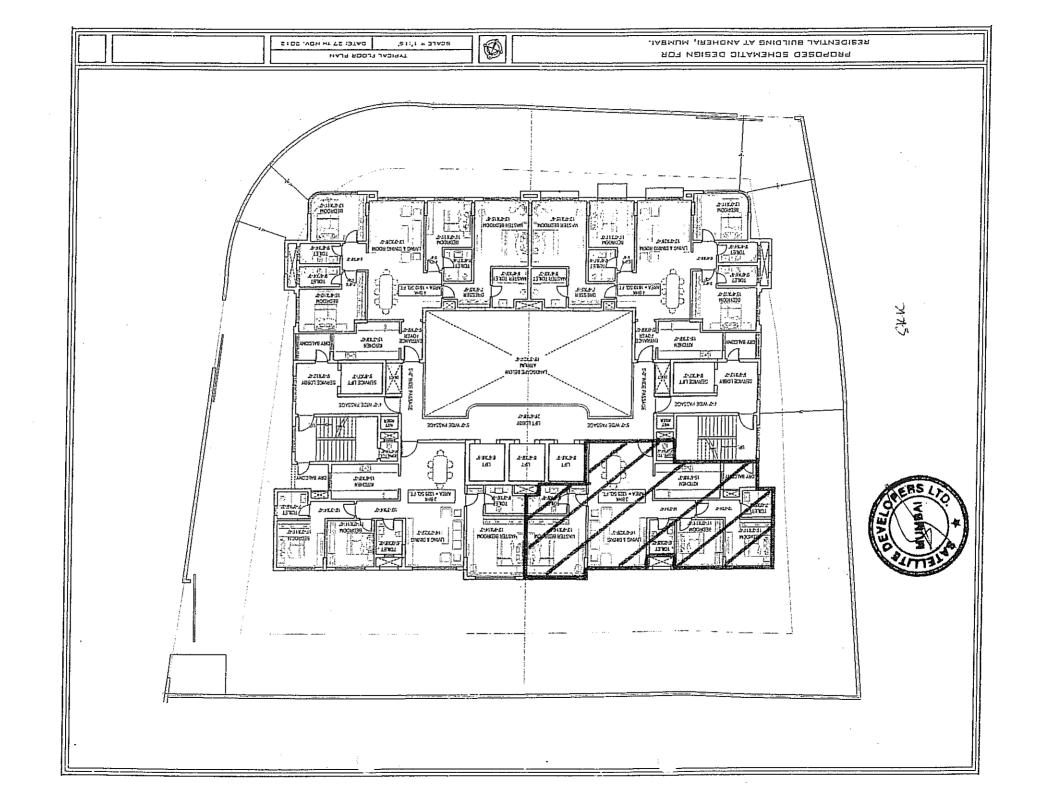
Yours faithfully, For SATELLITE DEVELOPERS LTD

**AUTHORISED SIGNATORY** 

CONFIRM:

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Ms. Shraddha Kedia



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