

ASHIRWAD CO-OPERATIVE HOUSING SOCIETY LIMITED

BOM/(W-K-E)/HSG/(TC)/698 of 84-85

Plot No. 4, CTS No. 5A/2, Survey No. 22, Sahar Road, Andheri East, Mumbai 400 069

Date :

Ms./Mr.

Madame/Sir,

Sub: Allotment Letter - flat No. _ on the _ Floor _ wing of the society.

With reference to your application for membership to the society, we are pleased to inform you that the Collector – Mumbai Suburban District has approved your membership to the society vide approval dated _____

Accordingly, the society has allotted to you a Flat bearing Flat No. _____ on _____ floor, “___” wing admeasuring _____ sq. feet Carpet area in the Society building proposed at Plot No. 4, CTS No 5A/2, Sahar Road, Andheri East, Mumbai 400 069 for the total lump sum consideration of Rs. _____ (Rupees _____ Only). For the purposes of these presents as provided under RERA, the expression "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat.

The society had issued a call letter for making initial payment for confirming your membership and accordingly you have made the initial payment of Rs. _____ (Rupees _____ only) which has been accepted by the society as the initial consideration money to be paid to the Developer (the payment and receipt whereof the society doth hereby admit and acknowledge).

You shall pay the balance amount in installments as per the demand raised by the society on completion of the building in stages as per the letter of schedule of payment provided by the Architects M/s Ruchika Consultants dated 26.02.2017 copy of which has been provided to you.

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You are now requested to pay a sum of Rs. 500/= (Rupees Five Hundred Only) towards issuance of 10 shares of Rs. 50/- each to you and Rs.100/= (Rupees One Hundred Only) as Entrance Fees to the Society on the receipt of this letter.

The Society hereby declares that the Floor Space Index available as on date in respect of the society plot is 1387.50 square meters only and Society has planned to utilize Floor Space Index of 785.59 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said society plot. The Society has disclosed the Floor Space Index of 2173.09 sq mtrs as proposed to be utilized by the society on the society plot and the Allottee has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Society by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Society only.

The society has granted development rights in respect to the plot allotted by the Collector to the society in favour of M/s Mohini Shelters Pvt. Ltd. and executed the Development Agreement on 15.05.2008. The society further executed a deed of confirmation which has been registered on 24.07.2009 under serial No.BDR-01-07090-2009.The society has further issued a general power of attorney for development in favour of the developers on 03.08.2009

You hereby confirm having read and confirm the terms and conditions of the development agreement and shall accept and abide by all the resolutions passed by the Society in its General body / managing committee meetings by executing an affidavit cum declaration cum indemnity having accepted the same as agreed upon by the society and the developers. You also hereby confirm having approved the Developer use of 15% area for commercial use of the society plot/building as per GR and as mentioned in the Development Agreement.

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Further to the payment towards the cost of construction of the flat being the lump sum amount as mentioned hereinabove you shall have to make the ancillary payments towards taxes, premiums, other charges of MCGM and other authorities on pro rata basis in installments whenever called upon by the Society/Developer. It is specifically clarified that till the time of full and final payment is received by the society and the Developer, the possession as well as the occupation of the said premises shall not be handed over to you.

In case of any default in timely payment of installments from your side, this allotment letter shall stand to be cancelled and terminated with immediate effect and it shall be deemed that you have surrendered/relinquished all your rights in the said premises in favour of the Developer, who shall have the right to replace your allotment in the society as per the law.

You shall take possession of the said Flat within 30 days of receipt of intimation from the Developer and on possession letter issued by the society on and after the payment of all balance amounts, then due and payable under this Allotment letter to the Society / Developer and after executing all papers and documents. Upon taking of such possession you shall be entitled to use and occupy the said Flat without any hindrance as well as without any further claims and objections as to any item of works or amenities etc. in the said Flat or building or whatsoever.

You shall have to bring to the Notice of the Developer any defect in the construction of the said Flat and the said building or in the material used therein within the prescribed period of taking over the possession of the said flat from the Developer. Any claims received after the aforesaid period shall not be valid and in that event the Society/Developer shall not be held responsible for any such claims.

You shall for yourselves with intention to bring all persons in whomsoever the said Flat may come, doth hereby covenant with the Society / Developer as follows:-

- a. To maintain the said Flat at the your own cost and always kept it in good tenantable repairs and condition from the date of taking

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possession of the said Flat and shall not do or suffer to be done anything in or to the building/s in which the said Flat is situate, staircase or any passages which may be against the rule, regulations or bye-laws of the concerned local or any other authority or change or alter or make addition into or to the building/s in which the said Flat is situated and in the said Unit itself or any part thereof.

- b. To carry, at your own costs, all internal repairs to the said Flat and maintain the said Flat in the same condition as handed over to you.
- c. You shall not to demolish or cause to be demolish any structure / pillar / beam in the said Flat or any part thereof, nor at any time make or cause to make any additions or alterations or whatsoever nature in the said Flat.
- d. You shall not to do or permit to be done any act or thing which may render void or voidable any insurance of the said amalgamated property, buildings and the building in which the said Flat is situated or any part thereof whereby any increased premium shall become payable in respect of insurance.
- e. You shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said amalgamated property and the building in which the said Flat is situated.
- f. You shall pay the Developer on demand the determined share of security deposit demand by the concerned local authority or government for giving water, electricity or any other service connection to the building in which the said Flat is situated.
- g. You shall To bear and pay any local taxes, water charges, service tax, VAT, insurance and other such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other Public Authority from time to time as per laws of time being in force.

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- h. You shall not let, sublet, sell, transfer, assign, underlet convey, mortgage, charge, part and deal with, dispose off or in any way or manner the Purchaser/s interest or benefit of this Allotment and/or part with the possession of the said Flat or any part thereof and all the dues payable you to the Society / Developer under this Allotment are fully paid and if the you are not guilty of breach of or non observance of any terms and conditions of this Allotment UNTIL having obtained previous consent as to no-objection in writing of the Developer.

- i. You shall observe and perform all the rules, regulations and bye-laws which the society may adopt at its inception and additions and alterations or amendments thereof that may be made from time to time for the protection and maintenance of the buildings and Flat therein and for the observance and performance of the Building Rules, Regulations and Bye laws for the time being of the concerned local authority and of the Government and other Public bodies. You shall also observe and perform all the stipulations and conditions laid down regarding the occupation and use of the said Unit and shall pay and contribute regularly and punctually all the taxes, expenses or other outgoings in accordance with the terms and conditions of this Allotment.

After 15 days of the date of intimation by the Developer and possession letter issued by the society to you that the said Flat is ready for use and occupation and to take possession thereof, you shall be liable to bear and pay the proportionate share of taxes, cesses, betterment charges and/or such other levies of any concern, local authority and/or government, water and sewerage charges, insurance , common lights, repairs and salaries of clerks, bill collector, chowkidars, sweepers and other expenses necessary and incidental to the management and maintenance of the said property and building/s and fixtures thereof and all other incidental charges thereto to the Society / Developer such proportionate share of outgoings and maintenance charges as may be determined by the Society / Developer in advance for a period of two years and shall not withhold the same for any reason whatsoever.

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It is clearly understood and agreed that it shall not be the obligation of the Society to make payment of the taxes and other outgoing payable to the concerned authorities unless and until the same have been received from the concerned flat owners and other premises in the said building. The Society / Developers shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said units/ flats/premises (including the said flat) and/or the said building by the concerned authorities due to non-payment of taxes, electricity bills and or other dues etc to the said authorities on account of default in making payments of the said taxes, electricity bills and or other dues etc. by you and /or other purchasers and acquirer of flats/units therein and/or their failing to comply with their obligations under their respective allotments / agreements.

Nothing contained in this Allotment is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said property and Buildings or any part/s thereof. You shall have no claim, save and except, in respect of the said Flat hereby allotted to you on being admitted as a member of the society.

You shall always have indivisible complete shares of the said Flat and shall not be entitled to claim any partition of the shares in respect of the said Flat and/or division of the said building/s and/or the said property which shall always remain undivided.

You shall also pay the proportionate share of insurance premium to keep the building in the said property insured against loss or damage by fire and to get a capital redemption policy in a sum equivalent to the total price of all the Flats/Units/Premises in the said building with a company to be approved by the Society. All the monies as and when received by virtue of any such insurance shall be spent in the rebuilding or repairing the premises. Whenever during the said term and the said building or an part thereof shall be destroyed or damaged for any reasons whatsoever you shall pay the proportionate share for re instating and repairing the same. You shall also pay all the betterment and/or development charges that may be levied by the Municipal Corporation of Mumbai or any Public Body or authority. You shall also be liable to pay the proportionate share of expenses for repairs and for

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keeping the said building in good condition to the satisfaction of the Developer/society.

The possession of the said Flat shall be handed over to you on completion of the building and on receipt of the Occupation certificate from the MCGM on or before 31.12.2020. However, the same shall be subject to receipt of timely payments from you as per the demand raised by the society from time to time as per the completion of the project in stages.

If the Society / Developer are not able to hand over the possession of the said Flat to you owing to unavoidable circumstances / Act of God / force majeure or any those circumstances that are beyond the control of the Developer, you shall not be entitled to any damage and/or compensation whatsoever but shall be entitled to receive back the money/consideration paid with simple interest and after deduction of administrative charges as may be decided by the society as set out hereinabove.

In case any additional security deposit is demanded by the Municipal Authority or Electric Supply company or other authorities concerned before or after giving the water connection and/or Electric connection to the proposed building the same shall be paid by you in proportion to the share to be decided by the Society. Further, in case the Authorities requires meters to be fixed for individual Commercial/Flat or otherwise, the charges for the same and for such connections shall be paid, borne and payable by you alone. You shall pay the share of the security deposit, water bill, electric charges and meters within 15 days of the demand being made by the Society / Developer.

You have assured, confirmed and covenanted to abide observe and perform all the terms, conditions and stipulations as contained in the IOD & C.C., a copy whereof is annexed hereto so also all other conditions stipulated and to be stipulated by the Municipal Corporation of Mumbai from time to time while granting further sanctions, approvals and permissions and accepting the building completion certificate to the buildings. You hereby agree to indemnify and keep the Society / Developer indemnified for any lapses for non compliances and observations if any, except in so far as the same are sought to be observed and performed by the Society / Developer.

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You hereby shall further expressly and specifically agree and undertake without any reservation of any nature whatsoever that at all the time and any time hereafter:

- a. The pocket, part terrace and deck adjoining or attached to the said Flat shall not be enclosed or misused.
- b. The servant's toilets, if any shall be used only for the domestic servants of the Commercial/Flat purchasers.
- c. The structural alterations of any nature shall not be undertaken or allowed to be carried out in the said Flat.
- d. The existing water and the sewerage arrangement of the building shall not be disturbed or changed in any manner.
- e. The maneuvering space for vehicles in the said amalgamated property shall not be obstructed.
- f. This Allotment shall always be subject to the provisions of the Maharashtra Cooperative Societies Act 1963, byelaws and Rules made there under and/or said Act and the Rules made there under.

If any time hereinafter required you hereby agree and undertake to present and lodge the agreement towards this Allotment as may be required by law at the proper registration office of the Sub Registrar of Assurances within the time limit prescribed under the Registration Act and give intimation to the Society and shall admit the execution thereof and you alone shall be liable to pay and bear the stamp duty and registration charges thereon if any.

Any and all notices, intimations or communications required to be given and/or spent and/or served by or on behalf of the Society / Developer upon you by virtue of any of the foregoing provisions, such notices intimations or communications shall be deemed to have delivered and/or sent and/or

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served upon you at your mentioned address hereinabove by post under registered post / speed post.

Your co-operation is solicited to make the project a Success.

Thanking you,

Yours faithfully,

For Ashirwad Co-operative Housing Society Limited

Hon. Secretary Hon. Chairman / Hon. Treasurer

I/We, the member's herein have read and understood the contents of this Letter of Allotment and hereby confirm to abide by all the terms and conditions mentioned herein.

Allottee Member