

### Letter of Allotment

**Date: 7<sup>th</sup> December, 2024**

To,

**MRS. SUMITA DEY CHOWDHURY**

**MR. SWARUP DE CHOWDHURY**

204, 22-B, Powai Woods, Mhada Colony,

A. S. Marg, Powai, Mumbai - 400076.

**Sub : Allotment of Apartment on the Project Land.**  
**Ref : Your Letter dtd. 25/11/2024 addressed to us.**

**Madam/Sir,**

1. With reference to your above mentioned Application Letter dated **25/11/2024** We have immense pleasure to inform you that Flat bearing No. **B-103** admeasuring about **69.47** sq. mts i.e. **748** sq. ft (Rera carpet area inclusive cupboard area and enclosed balcony) (hereinafter referred as '**APARTMENT**') on **1<sup>st</sup>** floor in "**B**" wing in the Project '**Mahavir Square**' situate on the plot of land all that piece and parcel of the land bearing Gut No.59/A, Hissa No.2/A admeasuring 4156 sq.mtrs and Gut No.59A, Hissa No.16A/1/1 admeasuring 1611 sq.mtrs. and thus in aggregate admeasuring about 5767 sq.mtrs. situate at Village Chitalsar Manpada, Taluka & Dist. Thane, within the limits of the Thane Municipal Corporation and Registration District and Sub-District Thane is allotted to you against your booking the same on **B-103** and receipt of an amount of **Rs.1,00,000/-** (Rupees **One Lakhs** Only) by Cheque No. **000005** dated **24/11/2024** drawn on **HDFC Bank, Nariman Point, Rs. 50,000/-** (Rupees **Fifty Thousand** Only) by Cheque No. **NEFT** dated **05/12/2024** drawn on **ICICI Bank, Powai, Rs. 1/-** (Rupees **One Rupees** Only) by Cheque No. **NEFT** dated **05/12/2024** drawn on **ICICI Bank, Powai, Rs. 4,00,000/-** (Rupees **Four Lakhs** Only) by Cheque No. **NEFT** dated **06/12/2024** drawn on **ICICI Bank, Powai, and Rs. 5,43,536/-** (Rupees **Five Lakhs Forty Three Thousand Five Hundred Thirty Six** Only) by Cheque No. **NEFT** dated **07/12/2024** drawn on **ICICI Bank, Powai, Branch** being the part consideration in respect thereof.
2. The allotment of the Apartment shall be final only upon your payment of the total consideration of **Rs.1,21,50,401/-** (Rupees **One Crore Twenty One Lakhs Fifty Thousand Four Hundred and One Rupees** Only) and other charges/levies as contained in the Agreement to be executed by you in respect of the above referred Apartment.
3. The terms here of shall supersede all prior discussions/ correspondences/letters/emails (written or otherwise) between you and Thane Squarefeet Lifestyles LLP and or/its Partners/Employees/Agents.
4. This allotment is made to you on the grounds that you have chosen to apply for allotment of the Apartment after perusing and reviewing the standard draft of Agreement for Sale and accepting the terms and conditions set out therein and undertaking not to raise any objections in that regards prior to the execution of



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- Agreement for Sale and having waived all rights in that regards and after exploring the other options of properties of similar nature available to you with other Developers in the vast and competitive market in the vicinity and after ascertaining the details of the Apartment agreed to be purchased by you and the Project and only upon you voluntarily approaching us for allotment of the Apartment.
5. You shall make all the further payments towards considerations of the Apartment in accordance with and within the period set out in the Schedule of Payments stated herein, time being of the essence. All the payment made by you shall be from your own bank account and not from and through bank accounts of any third parties. Notwithstanding the aforesaid, for all payments made through bank accounts of third parties shall be your responsibility and liability as to the consequences thereof. Further notwithstanding the aforesaid, all the receipts for payments made in relation to the Apartment agreed to be purchased by you shall be issued only in your favour.
  6. All payments made by you through your bank accounts or through bank accounts of third parties shall be in accordance with applicable laws and inter alia the Prevention of Money Laundering Act, 2002 and the Benami Transactions (Prohibition) Amendment Act, 1998 or any statutory amendments, modifications, notifications, guidelines made thereof or any other law or regulation administered or any similar law enacted on after the date of this Allotment.
  7. All the over-due payments shall attract interest which shall be at State Bank of India's (SBI) highest marginal cost of lending rate (MCLR) + 2% calculated with monthly rests from the dates they fall due for payment till realization. Payment of interest shall be without prejudice to the other rights and/or remedies available to us including the right to terminate this allotment and/or claim losses/damages incurred or suffered by us in that regards. For every instance of delayed payment we shall also be entitled to recover all costs associated with the administrative actions related to follow up and recovery of such delayed payments which are estimated to be 2% of the amount of delayed payment per instance subject to minimum of Rs.20,000/- per instance of delayed payment in 2020 and shall be revised on 1<sup>st</sup> April of each year as per rate of RBI's consumer price index.
  8. In case of dishonor or any cheque, you will be liable to pay the cheque bouncing charges equivalent to 2.5% of the values of the dishonored cheque within 30 days from the date of dishonor of cheque falling which cheque bouncing charges shall be increased to 5% of amount of such dishonored cheque/s.
  9. The consideration payable by you for the purchase of the said Apartment is exclusive of all goods and services tax, sales tax, stamp duty, registration charges, property tax, and land under construction tax and, or, duty of any nature (taxes), Maintenance Related Amounts and, which shall be payable by you in respect of and/or in connection with the allotment of the Apartment. You shall pay without demur and objection, the said charges as and when demanded by us, time being of the essence.





10. Various maintenance related amounts and reimbursements including but not limited to common area maintenance charges, land under construction tax, electricity charges are provisional and based on estimates at the time of sales launch of the development. The maintenance charges are subject to inflation increases as per market factors (currently estimated @ 7.5% to 10% p.a). Further, these charges are subject to the revision every 12 months after the Date of Offer of Possession by 7.5% to 10% p.a.

11. It is clarified that any payment made by you to us shall be appropriated in the manner below:-

Firstly, towards the Cheque Bouncing Charges in case of dishonor of any cheque issued by the you;

Secondly, towards interest due as on the date of payment;

Thirdly, towards costs and expenses for enforcement of the Agreement and recovery of the Total Consideration, dues and Taxes payable in respect of the Apartment or any other administrative or legal expense incurred by us on account of delay in payment by you and consequential actions required to be taken by us including but not limited to Advocates fees and Litigation costs;

Fourthly, towards outstanding dues including Total Consideration in respect of the Apartment or under the Agreement.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by you with regards to appropriation of the payment made hereunder shall be valid and binding upon us.

12. In the event you are not in breach of any of the terms of this Allotment Letter/Agreement for Sale, we shall endeavour to make available the Possession of the Apartment on Date of offer of the Possession. We shall, without being liable to you be entitled to a grace period of 12(Twelve) months beyond the Date of Offer of Possession and any extension as may be applicable on account of provisions of Clause hereinafter.

Notwithstanding any other provisions hereof, the Company shall, without being liable to the Applicant in any way including in respect of payment of interest, be entitled to reasonable extension of time for making available possession of the Apartment or completion of Building beyond the Date of Offer of Possession if the same is delayed for reasons beyond the control our control including on account of:-

(a) Any event of force majeure such as flood, fire, cyclone, earthquake or any other calamity; or

(b) Riots / other civil disturbances; or



3

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- (c) Any notice, order, rule or notification of the Central or relevant State Government and/or any other public or Competent authority or of the court which affects the Building in which the Apartment is located.
- (d) Any change in DC Rules for Thane City / Thane District or change in policy by the State Government / Planning Authority.
13. You shall not let, sub-let, transfer, assign or part with your interest or benefit under this Allotment Letter or part with the possession of or interest in the Apartment till the Apartment is handed over to you. No transfer shall take place unless you make the full payment of the consideration of the Apartment as also the payments of non-refundable charges such as, municipal property taxes, non-agricultural assessment charges/ taxes / rate maintenance etc. and outgoings together with compensation, interest, the said taxes, as and when payable as provided herein and under the Agreement for Sale, that may be levied or become payable and as determined by us in respect of the Building and/or the Apartment, as the case may be, as and when it becomes due and payable, and comply with all obligations as stated herein and under the Agreement for Sale in pursuance hereof, as and when due and demanded. Any transfer of the Apartment after such time shall be subject to our prior written consent and the terms and conditions, in that regard. Any such application for transfer shall only be considered if (i) you have paid to us all amounts (including Total consideration) payable in respect of the Apartment and (ii) you are not in breach of any of the terms and conditions of the Allotment Letter /Agreement for Sale and (iii) the Apartment is handed over to you.
14. In the event you obtain a loan from any bank or financial institution for payment of the Total Consideration (or part thereof) in respect of the Apartment, you shall solely be responsible and liable to ensure that the payment of the Total Consideration, as and when due, is made by the Bank without any objection or demurr. Any delay or default by such bank or financial institution for any reason whatsoever in disbursement of such amounts, as and when due, shall constitute a breach of the terms of allotment/ Agreement for Sale.
15. In case you opt to pay the consideration through loan and subsequently the loan is not granted or delayed for any reason whatsoever, the consideration shall be paid by you strictly as per schedule herein or of the Agreement for Sale time being of the essence. However, non-release of bank loan or delay in disbursement of loan to you shall not be a ground for delay in making payment as per the payment schedule. The payment schedule shall not be altered in such a contingency. In case of any delay in payment as aforesaid you shall be liable to pay to us the interest at the rate calculated as per the provisions of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules, 2016 on such delayed/unpaid amount from the due date of such payment till date of such payment is made together with interest as stated hereinabove.



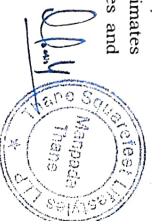


16. In case of cancellation by you after execution Agreement, 10% if the cost of the Property agreed to be purchased shall be deducted towards administrative charges.

17. Over and above the consideration contained herein you will be liable to bear and pay the share subscription and entrance fee, society formation charges, maintenance charges of the Apartment as provided in the Agreement and non-refundable charges such as as provided in the Agreement. The same will be paid by you before taking possession of the Apartment. The maintenance charges/ other outgoings mentioned hereinabove are tentative and based on the Developers estimation of the expenses based on prevailing costs/charges levied by the Authorities. In case of increase in such costs or any additional costs not envisaged at present, becomes leviable, in such case, we shall demand for and you shall pay your share of such increased costs without demur or any protest. After handing over possession or receipt of Occupation Certificate from concerned authority possession of the Apartment being offered/ handed over to you, you will periodically and promptly bear and pay the proportionate municipal taxes and/or the increases levied by the concerned local authority cess dues duties maintenance charges, club house charges and other outgoings in respect thereof.

18. The Agreement for Sale in common form when executed shall be subject to the provisions of the Real Estate (Regulation & Development) Act 2016 ('Act') and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules 2017 ('Rules') made there under. We shall execute the same in your favour upon you affixing the proper stamp duty on such Agreement. You will get the same registered with the Competent Sub-Registrar. All the costs charges and expenses in that behalf shall be borne and paid by you.

19. You have sought detailed explanations and clarifications from us and we have readily provided the same. You have pertused/caused to be studied all the title deeds documents and other papers in respect of the above Apartment and otherwise satisfied yourself as regards our title to the above Plot and the plans and sanctions to construct the building. You have read and understood all limitations and obligations in respect thereof and have accepted the same. You have not relied upon or been influenced by any marketing or sale plans, sale brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever whether written or estimation of the facilities and



5  
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- amenities to be made available or any other data except as represented herein and that you have relied solely on your own judgment in deciding to purchase the Apartment. You shall not raise any further requisitions in that behalf.
20. You hereby consent to the amendments to the building plans that may be made in the future to utilize additional or further FSI and/or TDR on the above Plot. You have gone through the draft of Agreement for Sale and you have agreed to enter into the Agreement, after completion of formalities from your end.
21. The common amenities which will be provided in the Mahavir Square project will be for the benefit of all the purchasers of Apartment of Wing A & B. A and the same shall be provided in a phase manner till the completion of the project and you hereby consent for the same and hereafter agree not to make any claim or raise any objections of any nature whatsoever on ground of delay in providing any of the common amenities.
22. You agree that it will be your sole responsibility to update your contact information with us in writing, failing which all demands, notices, etc. by us shall be mailed to the address given herein and deemed to have been received by you. In case of joint purchasers communication sent to the first named purchaser herein shall be deemed to have been sent to all the purchasers. If no communication is received from you within thirty (30) days from the date hereof or from the date of last communication, it will be your sole responsibility to revert to us, clarifying latest status and updates and requests for demand letters. All communications will be issued to you through Registered Post or Courier or e-mail, as applicable and such communication will be treated by you as an official communication. Any such returned communication due to any reasons, will be deemed as received by you and you agree to abide by the contents of the communication.
23. Subject to what is stated hereinabove, you unconditionally agree and confirm that (a) all images and elevation shown are for representation purpose only, (b) The builders are offering unfurnished premises which do not include add-ons such as furniture and fixtures unless requested by the Purchasers for additional price and unless the same are specifically contained in the Agreement, (c) all electric points shown in the floor layout may differ from the actual provided, (d) all the dimensions are unfurnished dimension structural dimensions (e) carpet area of toilets include ledge walls, (f) The Plan shown is for space planning purpose only;
24. The 01 no of parking shall be provided as per your request. The Place of the parking in the tower shall be on first come first use basis.
25. No changes of any nature or type will be permitted in the flat agreed.
26. You shall upon the receipt of OC pay all the balance payment without delay.
27. You expressly agree that your name as mentioned herein will be mentioned in the Agreement for Sale and the same shall be registered in your favour only. Such Agreement for Sale to be entered/executed/registered between us shall not be assignable.





28. Notwithstanding what is stated herein, in the event if you intend to sell/ transfer the Apartment and/or your rights under this Allotment letter then we shall have first right of refusal over the same.
29. You shall not have any right or authority to assign or transfer the right under this letter to any other person without our consent in writing.
30. This letter does not give any right in respect the said Apartment and this is restricted only to an acknowledgement of your advance money for your proposal to purchase the said Apartment.
31. The rights and obligations of the parties arising hereunder shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Thane will have the jurisdiction.

32. You shall bear and pay the stamp duty registration charges GST as may be applicable and all such and any other statutory taxes dues duties or payments which may be levied by Central Government State Government or local authorities payable directly or indirectly at present or in future on the Agreement for Sale in respect of the Apartment.

Thanking you,

Yours faithfully,  
**For THANE SQUAREFEET LIFESTYLES LLP**

  
Partner  


We the undersigned **MRS. SUMITA DEY CHOWDHURY & MR. SWARUP DE CHOWDHURY**, do hereby agree and record and confirm that I understood the contents of this Letter and I hereby ratify and confirm the same.

  
**MRS. SUMITA DEY CHOWDHURY**

  
**MR. SWARUP DE CHOWDHURY**

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7

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**SCHEDULE OF PAYMENT**

- i. Rs. 36,45,120/- (Rupees **Thirty Six Lakhs Forty Five Thousand One Hundred Twenty Only**) to complete 30% of the agreed price consideration to be paid to the Promoter within **30 days** from execution of Agreement.
- ii. Rs. 18,22,560/- (Rupees **Eighteen Lakhs Twenty Two Thousand Five Hundred Sixty Only**) to complete 45% of the agreed price consideration to be paid to the Promoter on completion of the Plinth of the said Ongoing Building in which the said Apartment is located.
- iii. Rs. 30,37,600/- (Rupees **Thirty Lakhs Thirty Seven Thousand Six Hundred Only**) to complete 70% of the agreed price consideration to be paid to the Promoter on completion of the slabs including stilts of the said Ongoing Building in which the said Apartment is located.
- iv. Rs. 6,07,520/- (Rupees **Six Lakhs Seven Thousand Five Hundred Twenty Only**) to complete 75% of the agreed price consideration to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Rs. 6,07,520/- (Rupees **Six Lakhs Seven Thousand Five Hundred Twenty Only**) to complete 80% of the agreed price consideration to be paid to the Promoter on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Rs. 6,07,520/- (Rupees **Six Lakhs Seven Thousand Five Hundred Twenty Only**) to complete 85% of the agreed price consideration to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Ongoing Building in which the said Apartment is located.

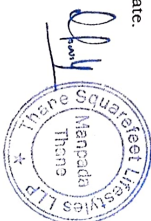






vii. **Rs.12,15,040/- (Rupees Twelve Lakhs Fifteen Thousand Forty Only)** to complete 95% of the agreed price consideration to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas apartment and all other requirements as may be prescribed in the Agreement of sale of the said Ongoing Building in which the said Apartment is located.

viii. **Rs.6,07,520/- (Rupees Six Lakhs Seven Thousand Five Hundred Twenty Only)** being the balance of the agreed price consideration against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of Occupancy Certificate or Completion Certificate.



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9

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